

PRIVACY POLICY

INDIA

OLIVE RANCH (OPC) PRIVATE LIMITED, duly incorporated and existing as per the Companies Act 2013, bearing CIN - **U15134PB2021OPC052770** and having its registered office at 124- Housefed, Kapurthala, Punjab, India- 144601 (collectively referred to as “**Company**”, “**we**”, “**us**”, “**ours**”, synonymously as per the context of this Policy) and we have created this Website wherein we provide a virtual stage for sellers from around the world to exhibit their mushroom products and Buyers can explore a diverse range of mushroom products, you can use all the features offered on our Websites per your choice.

Our platform is designed to connect mushroom product enthusiasts, buyers, and sellers from around the world, creating a vibrant ecosystem that promotes the mushroom industry. Towards the same, we have introduced this Privacy Policy (referred to as “**Policy**”) to protect your data that has been shared over our Website i.e., **www.olive-ranch.com**(referred to as “**Website**”).

We are committed to transparency about the data we collect about you on our Platform. The Platform is owned and controlled by **OLIVE RANCH (OPC) PRIVATE LIMITED (We/Us/Company)** as mentioned in the [Terms of Service](#).

Please read our Privacy Policy carefully. Our Privacy Policy applies to all the Personal Information and Sensitive Personal Information that we collect when you use our Platform and related Services.

Our Privacy Policy lets you know what type of Personal Information and Sensitive Personal Information we collect and how we use it. We collect your Personal Information and Sensitive Personal Information to provide Services to you. We will never sell or share your personal data with third parties without your prior consent or other than in accordance with the Applicable Law.

1. INTRODUCTION TO PRIVACY POLICY

- 1.1. This Policy is made to protect the data that you share with Company. It lays down our parameters and approach regarding the collection, usage, storage, disclosure, and protection of your personally identifiable or other data as collected on our Website for all the purposes as illustrated under this Policy and as per the applicable laws for the time being in force.
- 1.2. The creator of this Policy ensures a steady commitment to your privacy concerning the protection of the invaluable information that you may share across this Website (referred to as “**Website**”) of the Company. This Policy contains information about the Website.
- 1.3. To provide you with our uninterrupted use of the Website, we may collect and, in some circumstances, disclose information about you with your

permission. To ensure better protection of your privacy, we provide this notice explaining our information collection and disclosure policies and the choices you make about how your information is collected and used.

- 1.4. Our Website is designed for Users who are above the age specified by relevant laws and regulations in their jurisdiction. By using the Website, you affirm that you meet the age requirements and understand that you should not use the Website if you are below the designated age limit. We do not knowingly collect personal information from individuals below the specified age limit, and any such information inadvertently collected will be promptly deleted.

2. DEFINITIONS

- 2.1. **Applicable Laws** - shall mean and refer to all the laws, rules, ordinances, by-laws, etc., and amendments after that, applicable within the territory of India.
- 2.2. **Content** - shall refer to all the text, advertisement, graphics, User interfaces, visual interfaces, photographs, trademarks, logos, brand names, descriptions, sounds, music, and artwork.
- 2.3. **Third Parties** - shall mean and refer to all the legal entities, either individual or entity linked on the Website apart from the Users and the creator of this Website, respectively.
- 2.4. **Service** - shall mean and refer to all the functionalities, features, and offerings provided to facilitate worldwide sellers in showcasing their mushroom products on the Platform.
- 2.5. **Cookies** - it is a small piece of data/ software code that automatically tracks and stores the Data and the pattern on your hard drive or your device's web browser. Cookies assist you in remembering your actions/information and preferences on the Website over time, which assists us in providing better Services on our Website and improving your use and browsing experience.
- 2.6. **Data** - shall refer to Business Information, Non-Personal Data, Personally Identifiable Data, and other details, whether individually or in combination, that you may provide on our Website when using accessing the Website.
- 2.7. **User** - refers to every individual who registers itself and creates an Account on the Website to avail of the Services provided by the Company.

3. INTERPRETATION

- 3.1. For interpretation in this Policy:

- 3.1.1. the terms "Customer", "User", "you", "your", and "yours" shall refer to any natural person or legal person who is either browsing our Website or availing our Services unless the context denotes otherwise;
- 3.1.2. the words denoting the singular shall include the plural and vice versa for interpretation in this Policy unless the context denotes otherwise;
- 3.1.3. the words denoting any gender include all genders for the purposes of interpretation in this Policy unless the context denotes otherwise;
- 3.1.4. the headings in this Policy are inserted for convenience only; and
- 3.1.5. the use of this Website is solely governed by the Terms of Use, this Privacy Policy, and any other relevant policies as updated on the Website.

4 ABOUT THE COMPANY & THIS PRIVACY POLICY

We provide to you an application-based platform where you can store your personal health records so that they are available to you at any time and at any place on-the-go. This Privacy Policy is a legal requirement under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rule, 2011 which forms a lawful contract between you and Olive Ranch. It has been put up to familiarize you with:

- The type of your Personal Information that we collect, store, and/or use/process;
- The purpose for collection of such data or information from you;
- Our information security practices and policies (how we ensure confidentiality of your data); and
- Our policy on sharing or transferring your data or information with third parties.

Since this Privacy Policy is an electronic contract under the Information technology Act, 2000 of the Republic of India, it does not require any physical, electronic or digital signature.

Capitalized terms used in the Privacy Policy shall have the same meaning as ascribed to them in our [Terms of Use](#) unless otherwise expressly mentioned.

5 COMPLIANCES

3.2. This Policy is framed and enforced per the Information Technology Act, 2000 and rules there under as applicable and the amended provisions about electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. This legal document is published following the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 and Rule 4 of the Information Technology (Reasonable Security Practices and Procedures And Sensitive Personal Data or Information) Rules, 2011 of Information Technology Act, 2000 amended through Information Technology Amendment Act, 2008 that require publishing the Terms of Use and practices for access and usage of any functional Website.

6 APPLICABILITY

This Policy applies to all natural or legal people who use our Website either by browsing it or by availing of the Services on it. Your Registration as a User on this Website. This Policy also applies to you by continuous access of the Website, even without any Account or Registration. This Policy, along with all the amendments made to it occasionally, applies to all individuals and natural legal persons.

4. HOW DO WE COLLECT THE DATA?

4.1. When collecting personal information, we will identify the purposes for which information is being collected. Suppose the same is not determined to you. In that case, you have the right to request the Company to elucidate the purpose of collecting said personal information, pending the fulfilment of

which you shall not be mandated to disclose any information. We will collect and use your personal information solely to fulfil those purposes specified by us, within the scope of the consent of the individual concerned or as required by law. We will only retain personal information as long as necessary to fulfil those purposes. We will collect personal information by lawful and fair means and with the knowledge and consent of the individual concerned.

- 4.2. Personal Data should be relevant to the purposes for which it is to be used and, to the extent necessary, should be accurate, complete, and up-to-date.
- 4.3. We collect information about your activity on our Website, which includes the sites from which you accessed our Website, the date and time of each visit, searches you have performed, listings or advertisement banners you clicked, your interaction with such advertisements or listings, duration of your visit and the order in which you visit the content on our Website.

1. TYPE OF PERSONAL INFORMATION THAT WE COLLECT

A. Information that we collect:

When you download, access, and use our Platform and related Services, we must receive and collect certain data of yours and store the same to be able to operate, improve, understand, customise, support, market, and provide to you with better Services and experiences. However, we only collect such information and data that we consider necessary to meet our requirements and improve our Services. The type of information we collect depends on how you use our Platform and what Services you avail from us.

Mandatory information requirements	We require certain information of yours to deliver our Services to you. For example, to enable you to create an account on the Platform, you are required to provide your name, mobile number, and email-ID.
Your account/profile/about information	We may collect certain information of yours that you upload on the platform to complete your profile like your organization details, products you offer, current location etc. however, provision of such kind of information is not mandatory and is optional to provide.
Usage and log information	We collect information about your activity on our Website, like service-related, and performance information. This includes information about your activity (including how you use our Services, your Services settings, and the time, frequency, and duration of your activities and interactions) logged IP addresses of users accessing our digital platforms, websites, and services. This information helps us analyze usage patterns, diagnose technical issues, and ensure the

	security of our systems. This also includes information about when you registered with us; the features you use and the plans you subscribe to.
Device and Connection Information	We collect device and connection-specific information when you install, access, or use our Services. This includes information such as hardware model, operating system information, battery level, signal strength, app version, browser information, mobile network, connection information (including phone number, mobile operator or ISP), language and time zone, IP address, device operations information, and identifiers.
Cookies	We use different types of Cookies – Session Cookies and Persistent Cookies. Session Cookies exist just for your session on our Platform and Persistent Cookies exist for a period of time after your visit. First party Cookies are Cookies set by our Platform and third party Cookies are set by third party platforms. We utilize both Session and Persistent cookies, and first and third party cookies. We only use these cookies to analyse your activity on the platform.

B. Personal Information that you provide to us:

Personal information	We require certain information from you to deliver our Services without which we will not be able to provide our Service to you. For example, to enable you to create an Account on our Website, you must provide us with your mobile number, first name, last name, organization name, contact number and names of users in a single account, email ID(s), and password. To avail our paid Services, you will have to provide to us your billing name, billing address, payment information including your debit/credit card information.
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Bank Account or Credit/Debit Card details	You may have to provide your bank account or credit/debit card details to the service providers who are global channel partners for worldwide companies, this is while making payment (when applicable) on our Platform for using our Services. We never store, process, or share such information with any third party entities. We use third-party payment gateway(s) to enable you to make such payments and we suggest you read their privacy policy on usage of such information prior to making payment on our Platform. We shall not be responsible on how the payment gateway handles your information.
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2. PURPOSE OF COLLECTION AND USAGE OF SUCH PERSONAL DATA

We collect, store, and use your Personal Information for lawful purposes only connected with our function or activity. We do not use your Sensitive Personal Information in any manner whatsoever other than to provide you with our Services. We only store and retain your Sensitive Personal Information till the time you use our Services or till you request for withdrawal in accordance with clause 6.

We collect, store, and use your Personal Information for the following purposes:

- a. to facilitate your use of the Platform or other Services;
- b. to respond to your inquiries or fulfil your requests for information about the various Services offered on the Platform;
- c. to provide you with information about updates available on the Platform;
- d. to send you important information regarding the Platform, changes in terms and conditions, policies, and/or other administrative information;
- e. to help you address your problems incurred on the Platform including addressing any technical problems like application crash;
- f. for proper administering of the Platform;
- g. to conduct internal reviews and data analysis for the Platform (e.g., to determine the number of visitors to specific pages within the Platform);
- h. to respond to legal, judicial, quasi-judicial process and provide information to law enforcement agencies or in connection with an investigation on matters related to public safety, as permitted by law;
- i. to implement information security practices;
- j. to determine any security breaches, computer contaminant or computer virus;
- k. to investigate, prevent, or take action regarding illegal activities and suspected fraud;

- I. to trace computer resources or any person who may have contravened, or is suspected of having or being likely to contravene, any provision of law including the Information Technology Act, 2000 that is likely to have an adverse impact on the services provided on our Platform;

3. SHARING AND DISCLOSURE OF YOUR INFORMATION WITH THIRD PARTIES

We do not disclose or share your Personal Information with any third parties. If you have any apprehensions, we suggest you refrain from using our Platform. Your Personal Information may be shared without obtaining your prior consent where it is required to be shared with the Government agencies mandated under law to obtain such information for the purpose of any investigations, court summons, and orders by a competent authority, or any judicial proceedings in which event, we will undertake to inform you.

We will not transfer your information to any other body corporate or person, whether in India or outside India, unless it is necessary to perform the Service you have sought.

5. VALIDATION OF YOUR Olive Ranch ACCOUNT

- 5.1. We validate the Accounts of Olive Ranch Users after you have taken subscription plan only. Unless you take subscription plan you will be able to use our Services with limited functionality.

6. SECURITY AND HOW WE RETAIN THE DATA?

- 6.1. We treat Data as an asset that must be protected against loss and unauthorised access. We follow generally accepted industry standards to protect the Personal Information submitted to us and the information we access.
- 6.2. All the information we receive about you is stored on secure servers, and we have implemented technical and organisational measures that are suitable and necessary to protect your Personal Data.
- 6.3. Please note, despite the measures we have implemented to protect your Data, Data transfer through the Internet or other open networks is never completely secure. There is a risk that unauthorised third parties may access your Personal Data. We have taken certain security protections in safeguarding Data.
- 6.4. However, as with most electronic transactions, no method is 100% safe in case of data theft or loss during restoration. However, as effective as encryption technology is, no security system is impenetrable. our Company cannot guarantee the security of our database, nor can we guarantee that the information you provide won't be intercepted while being transmitted to the Company over the Internet.

7. THIRD-PARTY WEBSITE LINKS

- 7.1. The Website may include third-party advertisements and hyperlinks to their websites and mobile applications or other resources. We have no control

over any other website and mobile application or resources or contents available on this other website and mobile applications provided by companies or persons other than Us. You acknowledge and agree that we are not responsible for the availability of any such external sites or resources and do not endorse any advertising, services/services, or other materials on or available from such websites and mobile applications or resources.

- 7.2. You acknowledge and agree that we are not liable for any loss or damage which you may incur as a result of the availability of those external sites or resources or as a result of any reliance placed by you on the completeness, accuracy, or existence of any advertising, services or other materials on, or available from, such website and mobile applications. This external third-party website and mobile applications and resource providers may have their respective privacy policies governing the collection, storage, retention, and disclosure of your Personal Information that you may be subject to. We recommend entering the website and mobile application and reviewing their privacy policies.

8. COOKIES

- 8.1. A cookie is a small file of letters and numbers that we store on your browser or your computer's hard drive if you agree. By continuing to browse the site, you agree to our use of cookies. Cookies contain information that is transferred to your computer's hard drive. You can set your browser to refuse all or some browser cookies or to alert you when Website are established or access cookies. If you disable or refuse cookies, please note that some parts of this Website may become inaccessible or not function properly. A list of the type of cookies we use is as follows;

- 8.1.1. **Strictly necessary cookies.** These are cookies that are required for the operation of our Website. They include, for example, cookies that enable you to log into secure areas of our Website, use a shopping cart or make use of e-billing services.
- 8.1.2. **Analytical/performance cookies.** They allow us to recognise and count the number of visitors and see how visitors move around our Website when using it. This helps us improve how our Website work, for example, by ensuring that users find what they are looking for easily.
- 8.1.3. **Functionality cookies.** These recognise you when you return to our Website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- 8.1.4. **Targeting cookies.** These cookies record your visit to our Website, the pages you have visited and the links you have followed. We will use this information to make our Website, and advertising more relevant to your interests. We may also share this information with third parties for this purpose.

- 13.2. We use cookies to manage our Users' sessions, store your preferred language selection and deliver relevant advertisements. The Cookies are small text files transferred from a web server to your device's hard drive. Cookies may collect the date and time of your visit, browsing history, preferences, and username. You can set your browser to refuse all or some cookies or to alert you when Website set or

access cookies. If you disable or refuse cookies, please note that some parts of our Services/Website may become inaccessible or malfunction. For more information on the cookies we use, please see our Policy on Cookies and Similar Technologies.

9. **GOOGLE ANALYTICS**

- 9.1. We use Google Analytics to help us understand how you use our content and work out how we can make things better. These cookies follow your progress through us, collecting anonymous data on where you have come from, which pages you visit, and how long you spend on the site. Google then stores this data to create reports. These cookies do not store your personal data.
- 9.2. The information generated by the cookie about your use of the Website, including your IP address, may be transmitted to and stored by Google on servers in the United States. Google may use this information to evaluate your use of the Website, compile reports on Website activity for us and provide other services relating to Website activity and internet usage. Google may also transfer this information to third parties where required by law or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. Using this Website, you consent to process data about your Google in the manner and for the above-mentioned purposes.

10. **GOOGLE ADSENSE**

- 10.1. Google AdSense is a tool that allows Website publishers to deliver advertisements to site visitors in exchange for revenue calculated on a per-click or per-impression basis. To do this, Google **uses cookies and tracking technology** to deliver ads personalised to Website User/visitor. In this regard, the following terms are specified to the Users:
 - 10.1.1. third-party vendors, including Google, use cookies to serve ads based on your prior visits to our Website or other website and mobile Websites;
 - 10.1.2. Google's use of advertising cookies enables our partners and us to serve advertisements to you based on their visit to our Website and/or other website and mobile Websites on the Internet;
 - 10.1.3. you may opt out of personalised advertising by visiting Ads Settings;
 - 10.1.4. all advertisements of third parties on our Website are for informative purposes only. Neither the Website nor the Company guarantees or bears liability for the authenticity of the advertisements;
 - 10.1.5. at no point will the Company permit its competitors to advertise on the Website; and
 - 10.1.6. you may visit the links in the advertisements at your own risk or choose not to accept the cookies permitting third parties to display their advertisements.

11. **YOUR RIGHTS**

- 11.1. Unless subject to an exemption, you have the following rights concerning your data:
 - 11.1.1. the right to request a copy of the data which we hold about you;
 - 11.1.2. the right to request any correction to any personal data if it is found to be inaccurate or out of date;
 - 11.1.3. the right to withdraw Your consent to the processing at any time;
 - 11.1.4. the right to object to the processing of personal data;
 - 11.1.5. the right to complain about a supervisory authority; and
 - 11.1.6. the right to obtain information on whether Personal Data are transferred to a third country or an international organisation.
- 11.2. If you do not want us to process your Data, you can use the Data Deletion Request by emailing our support to exercise your privacy rights and choices. There may be situations where we cannot grant your request — for example, if you ask us to delete your transaction Data and we are legally obligated to keep a record of that transaction to comply with the law.
- 11.3. Where you hold an account with any of our Services, you are entitled to a copy of all Personal Data which we hold concerning you. You are also entitled to request that we restrict how we use the Data in your account when you log in.

4. SECURITY AND RETENTION

We strive to ensure the security of your Personal Information and protection of such information against unauthorized access or unauthorized alteration, disclosure or destruction. For this purpose, we adopt internal reviews of the data collection, storage and processing practices and security measures, including appropriate encryption and physical security measures to guard against unauthorized access to systems where we store your Personal Information.

Notwithstanding anything contained in this Privacy Policy or elsewhere, we shall not be held responsible for any loss, damage or misuse of your personal information, if such loss, damage or misuse is attributable to a Force Majeure Event (as defined below).

A Force Majeure Event shall mean any event that is beyond the reasonable control of The Company and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer, computer system or computer network, computer crashes, breach of security and encryption (provided beyond reasonable control of The Company), power or electricity failure or unavailability of adequate power or electricity.

5. OPTING OUT OF DATA COLLECTION

The Website provides you the option to opt out of receiving non-essential communications (promotional/marketing-related). You can unregister/unsubscribe from the lists/newsletters/and promotional mails.

We store data for as long as it is needed in order to provide you with Services including those described above. Information associated with your account will be kept until your account is deleted, unless we no longer need the data to provide you the Services. You also have the option of deregistering for our Services or deleting your account.

6. DISCLOSURE OF INFORMATION TO THIRD PARTY

Your personal data may be disclosed by us to third parties. This disclosure may be required for us to provide you access to our Services, to comply with our legal obligations, to enforce our Terms of Use to facilitate our marketing and advertising activities, or to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to our Services. We do not disclose your personal data to third parties for their marketing and advertising purposes without your explicit consent.

We may disclose personal data if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process.

7. STORAGE AND TRANSFER OF DATA

We may collect and store your personal data in India and also with our affiliates and third parties which are based in other countries.

GRIEVANCE OFFICER

In accordance with Information Technology Act, 2002 and rules made thereunder, the name and contact details of the Grievance Officer are provided below:

Name: Manpreet

Email id: manpreet@olive-ranch.com

8. UNAUTHORISED USE OF YOUR DATA

The data that you are providing on our website is a very general data about our customers / sellers and is available in the public domain. Never the less we have follow strict norms to protect your data to prevent / protect from the loss, misuse and alteration of the information under our control.

12. CONFIDENTIALITY

- 12.1. You further acknowledge that the Website may contain information that is designated confidential by us and that you shall not disclose such information without our prior written consent. Your information is regarded as confidential and, therefore, will not be divulged to any third party unless legally required to do so to the appropriate authorities. We will not sell, share, or rent your personal information to any third party.

- 12.2. We will communicate with you by email, or app notification in connection with our Services/Website to confirm your registration and other website services, to inform you as and when required. However if you do not want these then you may send a message and we will stop these communications unless it is in connection with your account.

13. OUR DISCLOSURE OF YOUR INFORMATION

- 13.1. We may host surveys for survey creators for our Website who are the owners and Users of your survey responses. We do not own or sell your responses. Anything you expressly disclose in your responses will be disclosed to survey creators. Please contact the survey creator directly to understand how they might share your survey responses.
- 13.2. Information collected will not be considered sensitive if it is freely available and accessible in the public domain or is furnished under the Right to Information Act, 2005, any rules made thereunder, or any other law for the time being in force.

14. ACCESSING, REVIEWING, AND CHANGING YOUR PROFILE

- 14.1. You can review and change your submitted information. An option for facilitating such change shall be present on the Website, and the User shall facilitate Website and such change.
- 14.2. We may or may not keep track of your old information if you change any information. We will not retain in our files information you have requested to remove for certain circumstances, such as to resolve disputes, troubleshoot problems and enforce our terms and conditions.
- 14.3. Such prior information shall be removed entirely from our databases, including stored 'backup' systems. Suppose you believe any information we hold on to you is incorrect or incomplete, or remove your profile so others cannot view it. In that case, the User must promptly correct any incorrect information.

15. CONSENT WITHDRAWAL, DATA DOWNLOAD & DATA REMOVAL REQUESTS

- 15.1. If we discover any acts or behaviours that violate this Policy or any other policies that apply to you, we retain the right to withdraw, suspend, or delete your Account from our Website. Moreover, we retain the right to revoke or restrict your access to our Website if you violate this Policy or in the following other situations:
- 15.1.1. if you provide any wrong, incorrect, or materially altered information or Data at the time of creation or registration of your Account;
- 15.1.2. uploading of anything inconsistent, obscene, vague, vulgar, or any information that is exclusively associated with any third party or your;
- 15.1.3. in case you offer and deliver Services to the Customers in an inconsistent, vague, vulgar, materially altered, and defective manner; and

- 15.1.4. such other acts or actions strictly against this Policy of the Company or any different policy or agreement which the Company may enter with you to render the Services.

16. SEVERABILITY

- 16.1. Each Clause of this Privacy Policy shall be and remain separate from and independent of and severable from all and any other Clauses herein except where otherwise expressly indicated or indicated by the context of this Agreement. The decision or declaration that one or more of the Clauses are null and void shall not affect the remaining Clauses of this Privacy policy.

17. AMENDMENT

- 17.1. You accept and agree that we retain the exclusive right, at its discretion, to amend and update this Policy whenever there is any change in the applicable laws or the Company's policies, processes, and norms. You must periodically read the Policy for a better understanding and to keep current on the revised policy. The amended Policy will be placed on the Website from time to time. Your continuing use of the Website will be interpreted as accepting the Company's revised policy.
- 17.2. If you disagree with how we process your Personal Data and the choices we provide you, you may delete / close your account anytime.

18. GOVERNING LAW AND DISPUTE RESOLUTION

- 18.1. Any disputes, disagreements, or conflicts between the Parties regarding the interpretation, legality, application, or claimed violation of any term or clause of this Policy will be resolved per Indian law. The competent court of Punjab, India will hear/address such disputes.
- 18.2. In the event of any dispute arising out of or in connection with this Privacy Policy, including any dispute relating to the validity of this Privacy Policy, the Parties shall, at first instance, attempt to resolve the dispute by mediation administered by the Centre for Online Resolution of Disputes ("CORD") (www.resolveoncord.com) and conducted in accordance with the CORD Rules of Mediation, by a sole mediator to be appointed by CORD. In the event the Parties are unable to resolve any such dispute through mediation within 45 days of the initiation of the dispute, subject to a contrary agreement between the Parties, the dispute shall be finally resolved by arbitration administered by CORD and conducted in accordance with the Rules of Arbitration of CORD, by a sole arbitrator to be appointed by CORD. The language of the arbitration shall be English. The seat of arbitration shall be Punjab, India.
- 18.3. You agree that the Privacy Policy, Terms of Use and any other agreements between the Parties are governed by India's laws, rules, and regulations.

19. GRIEVANCES AND COMMUNICATION

- 19.1. If you have any questions or concerns regarding this Privacy Policy, you should contact us by sending an e-mail to “contact@olive-ranch.com” or by writing to us at:

M/s. Olive Ranch Private Limited
124- Housefed, Kapurthala, Punjab, India - 144601

PRIVACY POLICY

GDPR & CCPA

This privacy policy describes how we collect, use, and process sellers personal information to support **OLIVE RANCH (OPC) PRIVATE LIMITED** and Services offered by **OLIVE RANCH (OPC) PRIVATE LIMITED**.

By registering for, or using our Website and Services, you agree to the terms of this Privacy Policy and our Cookie Policy, which are part of the Terms of Use.

This Privacy Policy has been put up to familiarize you with:

- The type and categories of your personal information we collect, store, and/or use;
- The purpose for collection of such information from you;
- Our information security practices and policies (how we ensure confidentiality of your personal information); and
- Our policy on selling or otherwise transferring your personal information to third-parties.

Capitalized terms used in the Privacy Policy shall have the same meaning as ascribed to them in our Terms of Use unless otherwise expressly mentioned.

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1. TYPE OF PERSONAL INFORMATION THAT WE COLLECT

C. [Information that we collect:](#)

When you create an Account, make use of our Website, access in any manner or purchase our Services, we must collect certain data of yours and store the same to be able to operate, improve, understand, customize, support, market, and provide to you with better Services and improve your experiences. The type of information we collect depends on how you interact with our Website and what Services you avail from us.

Usage and log information	We collect information about your activity on our Website, like service-related, and performance information. This includes information about your activity (including how you use our Services, your Services settings, and the time, frequency, and duration of your activities and interactions) logged IP addresses of users accessing our digital platforms, websites, and services. This information helps us analyze usage patterns, diagnose technical issues, and ensure the security of our systems. This also includes information about when you registered with us; the features you use and the plans you subscribe to.
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Device and Connection Information	We collect device and connection-specific information when you access our Website or use our Services. This includes information such as hardware model, operating system information, battery level, signal strength, app version, browser information, mobile network, connection information (including phone number, mobile operator or ISP), language and time zone, IP address, device operations information, and identifiers.
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Cookies	We use different types of Cookies – Session Cookies and Persistent Cookies. Session Cookies exist just for your session on our Website and Persistent Cookies exist for a period of time after your visit. First party Cookies are Cookies set by our Website and third-party Cookies are set by third party Websites that can be utilized by other Websites. We utilize both Session and Persistent cookies, and first and third-party cookies to provide and improve our Services. For more information about cookies and how we use them, please read our Cookie Policy.
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Olive Ranch's Associated Entities	We rely on our partners/affiliates/contractors/service providers to perform Services on our behalf. For example, we may engage third-parties to provide to us, analytics, marketing, communication, website hosting, and other such services. In the course of providing such services to us, these companies may obtain certain personal
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information about you.

D. Information that you provide to us:

Mandatory Information	We require certain information from you to deliver our Services without which we will not be able to provide our Service to you. For example, to enable you to create an Account on our Website, you must provide us with your mobile number, first name, last name, organization name, contact number and names of users in a single account, email ID(s), and password. To avail our paid Services, you will have to provide to us your billing name, billing address, payment information including your debit/credit card information.
Customer support and other Information	When you contact us for customer support or otherwise communicate with us, you may provide us with information related to your use of our Services, including copies of your messages, any other information you deem helpful, and how to contact you (e.g., an email address). For example, you may send us an email with information relating to website performance or other issues. We may store such information to provide you with all the necessary Services and for our record purposes as necessitated under the Applicable Law.
Payment Information	When you make purchases of any Services offered to you on our Website, we collect and store information about the transactions or the purchases so made, to the extent such collection and storage is necessary to ensure a smooth user experience. For instance, we may collect and store your name, contact information, address, bank details, credit or debit card details, online banking details or any other sensitive personal information and data.

2. PURPOSE OF COLLECTION, STORAGE, AND USAGE OF YOUR PERSONAL INFORMATION:

We collect, store, and use your personal information for lawful purposes only and in connection with our function or activity. We collect, store, and use your personal information:

- m. to facilitate your use of the Website and/or the Services including processing your transactions relating to the subscription plans you avail from us;

- n. to respond to your inquiries or fulfil your requests for information about various Services offered on the Website and to send you communications to remind you of subscription expiry details, purchases, update policies and terms etc.;
- o. to provide you with information about updates available on the Website;
- p. to send you important information regarding the Website, changes in terms and conditions, policies, and/or other administrative information;
- q. to send you marketing communications that we believe may be of interest to you;
- r. to personalize your experience on the Website and enhancing your productivity, and improve your ability to effectively interact with the Website by automatically analyzing your activities and those of your team to provide you recommendations, better content, notifications etc.;
- s. to help you address your problems incurred on the Website including addressing any technical problems like application crash;
- t. for proper administering of the Website;
- u. to conduct internal reviews and data analysis for the Website (e.g., to determine the number of visitors to specific pages within the Website);
- v. to respond to legal, judicial, quasi-judicial process and provide information to law enforcement agencies or in connection with an investigation on matters related to public safety, as permitted by law;
- w. to implement information security practices and to determine any security breaches, computer contaminants or computer viruses;
- x. to investigate, prevent, or take action regarding illegal activities and suspected fraud;
- y. to trace computer resources or any person who may have contravened, or is suspected of having or being likely to contravene, any provision of Applicable Law;

3. DATA SECURITY AND RETENTION:

We strive to ensure the security of your personal information and to protect your Personal Information against unauthorized access or unauthorized alteration, disclosure or destruction. For this purpose, we adopt internal reviews of the data collection, storage and processing practices and security measures, security practices and procedures.

Please note that whenever you give out your personal information online to **Olive Ranch**, there is a risk that third parties may intercept and use that information. While Olive Ranch strives to protect your personal information, we do not guarantee the security of any information you disclose online or you provided to or received by us through your use of our Services, and any personal information, general information, or other data or information is provided to us at your own risk.

Notwithstanding anything contained in this Privacy Policy or elsewhere, we shall not be held responsible for any loss, damage or misuse of your Personal

Information, if such loss, damage or misuse is attributable to a Force Majeure Event (as defined below).

A Force Majeure Event shall mean any event that is beyond the reasonable control of **Olive Ranch** and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer, computer system or computer network, computer crashes, breach of security and encryption (provided beyond reasonable control of **Olive Ranch**), power or electricity failure or unavailability of adequate power or electricity.

4. SHARING AND DISCLOSURE OF YOUR INFORMATION WITH THIRD PARTIES

Your personal information is an important part of our business, and we do not sell your personal information to others. We share your personal information only as described below that either is subject to this Privacy Policy or follow practices at least as protective as those described in this Privacy Notice.

Third-Party Service Providers or Associate Entities

We may employ other business entities or individuals to perform functions on our behalf. For example, we may use services of third-party payment getaways when you make a purchase on our Website, send email, remove repetitive information from customer lists, analyze data, provide marketing assistance, provide search results and links, and provide customer service etc. These third-party service providers have access to personal information needed to perform their functions, but may not use it for other purposes.

Disclosures to Associated Entities

Certain personal information about you is made or may be disclosed to our Associated Entities to be able to provide you with seamless services. We disclose only such data as may be required for these Associated Entities to provide you with appropriate Services and at no point shall we disclose more information than is required. We shall not assume any liability or responsibility in case of any disclosure of your personal information due to errors in transmission, unauthorized third-party access, or other causes beyond our control.

Business Transfers

We may sell/be acquired by any other businesses or services, or buy/acquire any other businesses or services. If at all such transactions occur,

user/customer information may be a transferred business asset.

Legal Compliance

We may disclose your personal information if we are required to do so by law, regulation or other government authority or if we are required to assist in any governmental or law enforcement investigation, to protect our or our users' rights or to enforce our terms of use. If we are required to disclose personal information by law, such as pursuant to a subpoena, warrant or other judicial or administrative order, our policy is to respond to requests that are properly issued by law enforcement as per the Applicable Law.

5. CROSS-BORDER TRANSFER OF YOUR PERSONAL INFORMATION

We store and process your information on servers located in the Republic of India. By using this Website and our Services, you consent to the transfer of your personal information to locations that may be outside of your country of residence, including to the Republic of India.

The European Union's General Data Protection Regulation (“**GDPR**”) allows for the transfer of personal information of European Union residents from the European Union region to a third country in certain situations. By agreeing to this privacy policy, you agree to the transfer of all such information to the Republic of India which may not offer an equivalent level of protection to that required in other countries, particularly the European Union, and to the processing of that information by Olive Ranch on its servers located in the Republic of India as described in this privacy policy.

6. ACCOUNT CLOSURE AND OPTING OUT OF MARKETING EMAILS

We store your personal information for as long as it is needed in order to provide you with the Services, or until your Account is deleted, whichever is earlier. When you delete your Account, we delete the information that you provided to us.

You can opt out of all the marketing communications that you are or may receive upon registering with us or modify your personal information at any time by visiting your Account Settings on our website www.olive-ranch.com.

Please note that although you may opt out of receiving certain emails, we reserve the right to communicate with you via email regarding specific products and services you have ordered, requested, or inquired about.

7. CALIFORNIA CONSUMER PRIVACY ACT DISCLOSURES

The California Consumer Privacy Act (“**CCPA**”) bestows certain additional rights on you if you are a resident of California and imposes certain specific obligations on **Olive Ranch** on how your personal information is handled. This section supplements this Privacy Policy and demonstrates Olive Ranch’s compliance with the CCPA.

Categories of information that Olive Ranch collects from you

Sections 1 to 4 of this Privacy Policy already describes the categories and types of personal information that we collect, the purpose for which we collect and use, circumstances under which we share personal information, and third-parties with whom we share information. Some additional disclosures as mandated in the CCPA are mentioned below.

A description of your rights

As a resident of California, you have certain rights under the CCPA. You can read the full text of CCPA [here](#), but some of the rights are as mentioned below:

- **Right to access data-** You have the right to know the categories and specific pieces of your personal information that we collect and use, the purpose of such collection, categories of data that have been disclosed or sold to third-parties by us, and the categories of third-parties to whom the data is sold. You may exercise this right twice in a 12 months.
- **Right to be forgotten/erased-** You have a right to request the erasure of your personal information. Upon such requests, we will also request our data processors to delete your personal information that was shared with them to enable you to use our Services. We may however retain your personal information in the following circumstances:
 - Execute transaction requested by you;
 - Detect security incidents;
 - Avoid any illegal activities;
 - Identify and repair errors;
 - Promote free speech;
 - Comply with legal obligations
- **Right to opt out from the sale of information-** You have the right to opt-out of the sale of your personal information, and to request information about whether we have sold your personal information in the past 12 months. **Olive Ranch** does not sell personal information, and we have not done so in the last year. If we begin to do so, we will update this notice and provide a mechanism to opt-out of any such sale.
- **Right to receive goods/services on equal terms-** We won't discriminate against you because you exercise any rights herein.

Method for submitting requests with Olive Ranch

You may exercise your rights as described above and as mentioned in the CCPA by contacting us at contact@olive-ranch.com or by contacting us at +919643960001. In the email please mention specifically which choice you would like us to fulfil. Once we receive communication, we will try to respond to you within 45 days as mentioned in the CCPA. Please note that depending on the request you make, we may need additional time to respond to you about which we will inform you.

To exercise your rights, we are required to verify your identity as the owner of the **Olive Ranch** account about which you are inquiring. We will authenticate your request using the email address associated with your **Olive Ranch** Account, and if necessary, additional proofs establishing your identity.

Categories of personal information collected

OLIVE RANCH (OPC) PRIVATE LIMITED, a mention Organization that owns and control www.olive-ranch.com, has only been incorporated in February 2021 and has commenced its operations on 27 Nov 2023. We do not **sell any personal information of our seller / buyers**.

8. YOUR PRIVACY RIGHTS UNDER GDPR (EUROPEAN UNION USERS ONLY)

The European Union's General Data Protection Regulation ("GDPR") imposes a specific obligation on **Olive Ranch** with regard to its relationship with its European Union users. This section is an integral part of the Privacy Policy in order to demonstrate **Olive Ranch's** compliance with the GDPR.

Who is the controller of your data?

Your data controller is **OLIVE RANCH (OPC) PRIVATE LIMITED** a business entity currently conducting its business from the Republic of India having principal place of business at 124 - CIRCULAR ROAD HOUSEFED KAPURTHALA PB 144601 IN.

Data Protection Officer (Manpreet, manpreet@olive-ranch.com)

What are your rights when making your personal information available to us?

In order to enable you to exercise your rights, you may write to us at contact@olive-ranch.com simply informing us of the reason for your request and the right you wish to exercise. If necessary, we may request you to provide us with a copy of a document evidencing your identity. Under the General Data Protection Regulation, you have the following Right:

- To request access to your personal information. Please note that where you are registered with the Website, you may find this information in the relevant section of your online Account with **Olive Ranch**.
- To request us to rectify the personal information that we hold. If you have an online Account with **Olive Ranch**, you may access your personal information in the relevant section to change your personal information there. Please note that on actively making available your data to us, either by changing/updating/giving any details through any procedure whatsoever, you guarantee that they are true and accurate, and you undertake to notify us of any changes or modifications of your data. You will be liable for any loss or damage caused to the Website or to the person responsible for the Website or to any third-party by reporting erroneous, inaccurate, or incomplete information in the registration forms.
- To request that we erase your personal information to the extent that they are no longer necessary for the purpose for which we need to keep processing them, or when no longer legally permitted to process them.
- To request us to control or limit the processing of your personal data, which entails that in certain cases you can request us to temporally suspend the processing of the data or that we keep them longer than necessary.
- To withdraw the consent that you have given to us to process your personal data for any purpose.

- When we have legally obtained your personal information to process the same, you will have the right to request portability of your personal data. This means that you will have the right to receive the personal data that you shared with us in a structured manner to be able to transmit them to another entity directly without impediments on our parts.

What are the duties of Olive Ranch under GDPR and how does it implement the same?

GDPR imposes certain duties on Olive Ranch which are as follows:

- we only process such personal information of yours (i) as are necessary to execute the contract that you have already entered into with us; or ii) where you have provided explicit consent to us to process your personal data for purposes mentioned above, (iii) or as needed to comply with Applicable Law (in which case, we will provide prior notice to you of such legal requirement, unless that law prohibits this disclosure);
- We shall ensure that persons authorized to process your personal data (Processors) have committed themselves to data processing agreements or confidentiality as mandated under the Applicable Law;
- We shall take all security measures required by GDPR namely: (i) Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate: (a) pseudonymisation and encryption of your personal information; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to your personal data in a timely manner in the event of a physical or technical incident; (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing; (ii) we shall take steps to ensure that any natural person acting under the authority of **Olive Ranch** who has access to your personal information does not process them except on instructions from you;
- At your discretion, we shall delete or return all your personal information to you after the end of the provision of services, and delete existing copies apart from what may be required to be maintained as per the Applicable Law;
- We shall provide you with all information necessary to demonstrate compliance with the obligations laid down in the GDPR;
- We shall immediately inform you if, in our opinion, an instruction infringes the GDPR;
- We do not sell your personal information and we will not transfer any personal information (and shall not permit our sub-processors, if any, to transfer any personal information) without your prior consent.

9. DISCLAIMER

While registering with us, you may be required to generate a password to access the account so created. It is advisable to create an account by using unique combinations of numbers and letters to ensure security. If you share a password

with anyone or you lose control of your password, you shall be solely responsible for all actions taken via your Account. Where your password has been compromised, used, changed in any manner, you are required to immediately notify us to change the same.

The Website may contain external links which may direct you to another website/application. We shall not be responsible for the protection and privacy of any information that you provide to these external websites/applications and this Policy doesn't extend to such external websites. Your use of an external website shall be subject to the privacy policy of that website/application.

10. OTHER CONDITIONS AND CONTACT INFORMATION

If you choose to use **Olive Ranch's** Services, your use and disputes over privacy to subject to our Terms of Use including terms relating to damages, resolution of disputes, and application of the law of the Republic of India. Our business changes constantly, and our Privacy Policy will change also. You should check our Websites frequently to see all the recent changes.

If you have any questions and/or concerns relating to our Privacy Policy and/or Cookie Policy, please write to us at contact@olive-ranch.com and call us on +919643960001.
