

TERMS OF USE

Our Humble Submission

1. We are endeavoring to build a world-class institution and in sync we are trying to keep everything safe for our website visitors, customers, and channel partners worldwide. We aspire to do/make everything as per global best practices and safe for all. However, as a startup we are bound to need to improve upon all these measures all the time. **If you feel unsafe in any way, please do not use our website / app.** Additionally, if you want us to make it safer for you, please write to us at [**contact@olive-ranch.com**](mailto:contact@olive-ranch.com) and we will do our best to live up to your expectations. By using our website/app, you agree to the terms outlined in this statement, and we encourage you to reach out to us for any safety-related inquiries or recommendations.

2. Platform Overview

Welcome to Olive Ranch, premier destination for a global mushroom marketplace experience. Our platform is designed to connect mushroom producers, sellers / vendors, and buyers from around the world. Aiming to create a vibrant ecosystem that promotes mushroom industry worldwide. Buyers can connect directly with Sellers / Vendors through our platform. Engage in real-time conversations, ask questions about products, negotiate terms. For mushroom producers, sellers / vendors looking to stand out, we offer exclusive display options through subscription package. This premium feature provides enhanced visibility, ensuring that your mushroom products / byproducts receive the attention they deserve.

Our user-friendly interface is designed to make navigation seamless and enjoyable. Discover a wide array of mushroom products, byproducts, explore seller profiles, and engage in hassle-free interactions within a few clicks. While Olive Ranch does not facilitate transactions, we encourage secure and transparent interactions between buyers and Vendors under mutually acceptable terms and conditions.

3. ABOUT US

We are dedicated to fostering business connections globally, bringing together franchisors, business owners, suppliers, buyers, and sellers. Olive Ranch aims to provide an online platform that allows franchises and sellers from around the world to showcase their mushroom products and byproducts etc. Our website is designed to facilitate seamless interactions between prospective franchises, buyers, with sellers and franchisors of various businesses. Through our automated searching, shortlisting, and contact features, we aim to streamline the process of buying, selling, and exploring business opportunities. This platform does not facilitate direct transactions but connects buyers with sellers. Additionally, it offers the option for sellers to pay subscription charges for exclusive product display. The platform's primary focus is on showcasing and promoting mushroom products, byproducts without directly engaging in product sales or transactions, ("**Services**").

It is essential to understand that we act solely as a venue / platform for our Users to engage. We do not partake in the actual transactions between buyers and sellers, nor do we become a party to any sale contracts. All transactions are the responsibility of our members and both parties are required to work out and agree to mutually acceptable terms and conditions.

It is crucial to note that this Agreement does not establish any partnership, joint venture, or similar business relationships between our Platform and any other party. We are committed to providing a secure and effective online exchange for businesses to thrive and succeed.

This agreement covers all services offered by Olive Ranch on the website, along with any additional terms and conditions applicable to specific services used/accessed by Users. In case of a conflict or inconsistency between any provision in these terms and conditions and those of a particular service, the provisions specific to that service shall prevail.

Olive Ranch reserves the right to change, modify, amend, or update this agreement at any time without prior notification to users, and the amended terms and conditions of use will be effective immediately upon posting. It is your responsibility as a user to periodically review these terms and conditions. If you do not agree with the changes, you must cease using the service. Continued use of the service will indicate your acceptance of the revised terms.

The website **www.olive-ranch.com** ("Website/Platform"), is owned and controlled by **OLIVE RANCH (OPC) PRIVATE LIMITED**, (We/Us/ Olive Ranch / Olive Ranch (OPC) Private Limited). Olive Ranch (OPC) Private Limited is duly incorporated and existing as per the Companies Act 2013 bearing CIN (Corporate Identity Number) – **U15134PB2021OPC052770** and having its registered at 124- Housefed, Kapurthala, Punjab, India- 144601 (hereinafter referred to as "Company") and is operating its business under the brand name "Olive Ranch" (hereinafter referred to as "Brand Name").

We have designed a website under the Brand Name to offer you a unique online marketplace for mushrooms worldwide bearing URL **www.olive-ranch.com** (hereinafter referred to as "**Website**"). This Terms of Use (hereinafter referred to as "Terms of Use") is our commitment towards your trust and we intend to provide a unique space for sellers / vendors to showcase various types of edible mushrooms and mushroom byproducts along with their complete legal profile and locations to eager buyers through our website. Additionally, we will endeavor to make it a single point of contact for the mushroom world by progressively also including display of mushroom equipment and mushroom professionals' profiles and also showcasing mushroom achievers efforts through social media network. These Terms of Use lay down all the terms and conditions surrounding the usage of our Website for you and the Company.

Upon usage, registration, or even browsing to our Website creates a contractual relationship between you and the Company through this Terms of Use and other relevant policies, for all contractual, legal, and compliance purposes. This Terms of Use is considered as a legally binding agreement and is also considered as an electronic record in terms of the **Information Technology Act, 2000** and rules thereunder 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.

Your use of the Website and Services (*as defined below*) shall be governed in accordance with this Terms of Use ("**Agreement**") along with the Privacy Policy, as modified and amended from time to time. By accessing either directly

or through a hyperlink, the Website, you engage in our "Service" and agree to be bound by the Terms of Service including those additional terms and conditions and policies referenced herein and/or available on the website. These Terms of Service apply to all users of the site, including without limitation sellers, vendors, buyers, customers, merchants, browsers and/ or contributors of content.

4. APPLICABILITY OF THIS AGREEMENT:

THIS AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN YOU AND **Olive Ranch**. BY CHOOSING A SUBSCRIPTION PLAN or FREE LISTING, OR BY CLICKING ON I ACCEPT/I AGREE OR SUCH SIMILAR BUTTONS, OR BY USING THE WEBSITE, ITS SERVICES, AND FEATURES, YOU ARE ACKNOWLEDGING, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THIS AGREEMENT, WHETHER YOU HAVE READ THE SAME OR NOT; This Agreement is subject to revision by **Olive Ranch** at any time. The revised Agreement shall be made available on the Website. You are requested to regularly visit the Website to view the most current terms contained in this Agreement. Your continued use of the Website, following such changes, will constitute your acceptance of those changes.

5. USER ELIGIBILITY:

- a. "User(s)" " or "**you** refers to any individual or business entity/organization legally operating in India or other countries, utilizing and having the right to use the services provided by **Olive Ranch** . Our services are exclusively available to those individuals or companies capable of forming legally binding contracts under the applicable law. Hence, Users must not be minors as per Indian Law, meaning they must be at least 18 years old to be eligible for using our services. The term "**Your**" shall be construed accordingly.
- b. **Olive Ranch** advises its Users that, while accessing the website, they must comply with the related laws. Sellers cannot display any product or byproduct that is not legal in any part of the world. We are not liable for any potential consequences arising from user behavior during the use of our website. We retain the sole discretion to refuse service to anyone at any time. The service is not accessible to temporarily or indefinitely suspended members of the website irrespective of the fact if seller is using free listing or is having subscription based listing.

6. INTELLECTUAL PROPERTY RIGHTS:

- a. **Olive Ranch** is the sole owner or lawful licensee of all the rights to the website and its content. The website content includes its design, layout, text, images, graphics, sound, video, and more. These materials are protected by trade secrets and intellectual property rights under worldwide copyright and other laws. All title, ownership, and Intellectual Property Rights on the website and its content shall remain with Olive Ranch, its affiliates, or licensors, as applicable.
- b. The trademarks, logos and service marks displayed on the Website ("**Marks**") are the property of **OLIVE RANCH (OPC) PRIVATE LIMITED** or respective third parties. You are not permitted to use the Marks without the prior consent of **OLIVE RANCH (OPC) PRIVATE LIMITED** or the third-party that may own the Marks.
- c. All rights not explicitly granted under this agreement or by **Olive Ranch** are reserved. The information provided on this website is intended solely

to offer general information for the personal use of the reader, who assumes full responsibility for its use. **Olive Ranch** does not endorse the accuracy or reliability of any content contained on, distributed through, or linked to the services provided on this website, including advertisements. We are not responsible for any errors or omissions in the information provided. The content is provided "as is" without any guarantee of completeness, accuracy, timeliness, or the results obtained from its use.

- d. **Olive Ranch** is not an expert in users' intellectual property rights and cannot verify if the listings posted on our online marketplace infringe on such rights. We request assistance in identifying potentially infringing listings. Please note that taking down a listing does not indicate an endorsement of an infringement claim. Neither does the decision to decline taking down a listing imply that the listing is non-infringing or endorse the sale of goods in such cases.
- e. The information presented on this Website has been compiled from publicly aired and published sources. Olive Ranch respects these sources and has no intention to infringe on the copyrights or businesses of the entities involved. We reserve the right, in our sole discretion and without any obligation, to improve, correct errors, or make omissions in any part of the service or the materials.
- f. **Olive Ranch** respects intellectual property rights and expects its users to do the same. Users must not copy, download, reproduce, or redistribute any information, text, images, video clips, directories, files, databases, or listings available on or through the website without written permission. Using the content for any purpose not expressly permitted in this agreement is prohibited and may result in legal action. Users must not engage in any activity that infringes the intellectual property rights of others.
- g. URL's/Sub-Domain Names assigned by **Olive Ranch** to its users are the exclusive property of **Olive Ranch** and may not be assumed to be permanent. **Olive Ranch** reserves the right to suspend, terminate, restrict access to, or edit URL's/Sub-Domain Names without prior notice. In such cases, **Olive Ranch** will not be liable for any direct, indirect, special, or other consequential damages.
- h. Olive Ranch is not an expert in the Intellectual Property Rights of its users, and we cannot verify whether Users posting trade leads on our online marketplace have the right to sell the goods offered. We appreciate your cooperation in identifying listings that may potentially infringe on your rights, even if they may not be immediately evident. It is essential to note that Olive Ranch is not an arbiter or judge of disputes related to intellectual property rights. Kindly refer to the Infringement Policy to place a complaint.
- i. Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third-party and so expressly mentioned, **OLIVE RANCH (OPC) PRIVATE LIMITED** owns all Intellectual Property Rights to and into the trademark "**OLIVE RANCH (OPC) PRIVATE LIMITED**", and the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks.

7. LINKS TO THIRD-PARTY SITES:

- a. Olive Ranch may provide links to third-party sites for the convenience of users. We do not control the content and resources provided on these sites. Users are advised to review the terms and conditions and privacy policies of third-party sites before using them. Olive Ranch does not monitor these third-party sites and shall not be responsible or liable for their content, products, or services. Users acknowledge that they access third-party sites at their own risk.

8. Definition and Interpretation

a. Definition

- i. Applicable Laws - shall mean and refer to all the laws, rules, ordinances, by-laws, etc., and amendments thereafter, applicable within the territory of India.
- ii. Content – shall mean and refer to all the text, advertisement, graphics, User interfaces, visual interfaces, photographs, trademarks, logos, brand names, descriptions, sounds, music, and artwork.
- iii. 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.
- iv. Service – shall mean and refer to all the functionalities, features, and offerings provided to facilitate worldwide Vendors in showcasing their mushroom products on the Platform.

b. Interpretation

- i. Company – For the purposes of this Terms of Use, wherever the context so requires, “We”, “Our”, and “Us” shall mean and refer to the Company and its owned Website.
- ii. Platform – For the purposes of this Terms of Use, the Website shall be referred to as the Platform, unless specified otherwise in this Terms of Use.
- iii. User - For the purposes of this Terms of Use, wherever the context so requires, “You”, “Your”, “Yourself”, “User”, and “Customer” shall mean and refer to natural and legal individuals who shall be users of this Website provided by Us and who is competent to enter into binding contracts, as per law.
- iv. The headings of each section in these Terms of Use are only for the purpose of organizing the various provisions under these Terms of Use in an orderly manner and shall not be used by you to interpret the provisions contained herein in a manner as may apply to you. Further, it is specifically agreed by you that the headings shall not have legal or contractual value on your usage of the Website and/or Platform.
- v. The Parties shall refer and mean the Company and User together, for the purpose of interpretation of terms of this Terms of Use.
- vi. The use of this Website is solely governed by these Terms of Use, Privacy Policy, and any other relevant policies as updated on the Website and any modifications or amendments made thereto by us from time to time, at our sole discretion. If you as a User continue to access and use this Website, you are agreeing to comply with and be bound by the following Terms of Use, Privacy Policy, and any other applicable policies, thereof.

- vii. You expressly agree and acknowledge that these Terms of Use and Privacy Policy, and any other applicable policies, are co-terminus in nature and that expiry/termination of either one will lead to the termination of the other.
- viii. You unequivocally agree that these Terms of Use, Privacy Policy, and any other applicable policies, constitute a legally binding agreement between us, and that you shall be subject to the rules, guidelines, policies, terms, and conditions applicable to your use of the Platform, and that the same shall be deemed to be incorporated into these Terms of Use and shall be treated as part and parcel of the same. You acknowledge and agree that no signature or express act is required to make these Terms of Use and the Privacy Policy binding on you and that your act of visiting/browsing any part of the Website and/or Platform constitutes your full and final acceptance of these Terms of Use, Privacy Policy, and any other applicable policies.
- ix. We reserve the sole and exclusive right to amend or modify these Terms of Use without any prior permission or intimation to you, and you expressly agree that any such amendments or modifications shall come into effect immediately. If you do not adhere to the changes, you must stop using the Website at once. Your continued use of the Website will signify your acceptance of the changed Terms of Use.

9. Services on the Platform:

We enable Vendors from all corners of the world to exhibit their mushroom products on our platform. Vendors can create engaging profiles to showcase their offerings, including various types of edible mushrooms and related products. Registration is mandatory for users aiming to utilize the platform's services. Only edible mushrooms and compliant products are allowed for display on Olive Ranch. Vendors must certify that their products adhere to this requirement and that they are not banned in any part of the world.

For Vendors seeking enhanced visibility, we offer exclusive page display options through subscription charges. This feature ensures that your products stand out and capture the attention of potential buyers. Vendors opting for exclusive page display can make use of our secure payment gateway to process subscription charges, ensuring a seamless experience.

We facilitate direct connections between buyers and Vendors, enabling open communication channels for inquiries, discussions, and negotiations.

Buyers are directly connected to Vendors without any intermediaries. While Olive Ranch does not facilitate transactions, our platform encourages open communication for secure, transparent interactions.

10. Compliance:

This Terms of Use is made in accordance with the provisions of the **Information and Technology Act, 2000** and the rules thereunder along with the amendment from time to time. This Terms of Use is published on the Platform in accordance with 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. This Terms of Use is made in accordance with the provisions of the **Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules 2021**.

Registration:

- a. Registration on the Platform is mandatory for Users of the Website. The Users can register by providing the following information:
- b. Name;
- c. Address
- d. Phone Number
- e. Email id.
- f. Company details
- g. Tax/ Registration Certificate

11. Eligibility

- a. You represent and warrant that you are competent and eligible to enter into legally binding agreements and of competent age and that you have the requisite authority to bind yourself/themselves to these Terms of Use as per the Applicable Law. However, if you are a minor then you are not allowed to use this platform.
- b. You further represent that you will comply with these Terms of Use and all applicable local, state, national, and international laws, rules, and regulations.
- c. You shall not use the Website if you are not competent to enter into a contract or are disqualified from doing so by any other Applicable Laws, rule, or regulation, currently in force.

12. Payment Gateway

For making all payments for Services on the Website, you shall be required to make payment for which you will be redirected to a Third-Party payment gateway that we may have an agreement with. The Third-Party payment gateway may additionally seek information from you to process the payment for your purchase and additionally may charge you the payment gateway charges that may be applicable, as per their terms and conditions. The Third-Party payment gateway consists of Razor Pay/ PayPal / Debit Card/Credit Card/Net Banking/UPI and other wallet options. You shall be governed under the concerned payment gateway's terms and Conditions and other policies for the purpose of all payment-related aspects. It's essential to ensure that users understand and agree to the terms and conditions of the payment gateway. We hold no responsibility for any act, omission, or negligence towards you on the Third-Party payment gateway.

13. Content

- a. **General:** All the Content is generated/provided or based on information provided by the Users or Third Parties and we have no control and make no guarantees regarding the quality, accuracy, integrity, and/or genuineness of such Content or such other information provided on the Platform.
- b. All the Content displayed on the Platform is subject to copyright and shall not be reused by You (or a Third-Party) without the prior written consent from the Company and the copyright owner.
- c. You are solely responsible for the integrity, authenticity, quality, and/or genuineness of the Content provided by you on the Platform and whilst

feedback and comments by You can be made via the Website, we bear no liability whatsoever for any feedback or comments made by the other Users or made in respect of any of the Content on the Platform. Further, the Company reserves its right to suspend the account of any User for an indefinite period to be decided at the discretion of the Company or to terminate the account of any User who is found to have created or shared or submitted any Content or part thereof that is found to be untrue/ inaccurate/ misleading/ offensive/ vulgar. You shall be solely responsible for making good any financial or legal losses incurred through the creation/ sharing/ submission of Content or part thereof that is deemed to be untrue/ inaccurate/ misleading/ offensive/ vulgar.

- d. Our platform has clear content policies, and Users are expected to adhere to these policies. Prohibited content may include, but is not limited to, content that is defamatory, infringes on intellectual property rights, violates privacy, is offensive or vulgar, or otherwise violates applicable laws and regulations.
- e. You have a personal, non-exclusive, non-transferable, revocable, limited privilege to access the Content on the Platform. You shall not copy, adapt, and modify any Content without written permission from the Company.

14. Indemnity

- a. You agree to indemnify, defend and hold harmless the Us, and our respective directors, officers, employees, and agents (hereinafter collectively referred to as "**Parties**"), from and against any losses, liabilities, claims, damages, demands, costs, and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by us that arise out of, result from, or maybe payable by, any breach or non-performance of any representation, warranty, covenant, or agreement made or obligation to be performed according to these Terms of Use. Further, you agrees to hold the Company harmless against any claims made by any Third-Party due to/ or arising out of, or in connection with:
 - b. Your use of the Website;
 - c. Your violation of these Terms of Use;
 - d. Your violation of any rights of another Parties, Users, and/or Third-Party;
 - e. Your alleged improper conduct according to these Terms of Use; and
 - f. Your conduct in connection with the Website.
- g. You agree to fully cooperate in indemnifying the Company at your own expense. You also agree not to settle with any party without the consent of the Company.
- h. In no event shall we be liable to compensate you or any Third Party for any special, incidental, indirect, consequential, or punitive damages whatsoever, including those resulting from loss of use, data, or profits, whether or not foreseeable, and whether or not you had been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence, or other tortuous action, or any other claim arising out of or in connection with your use of, or access, or availing Services from or materials contained therein on the Website.

15. Limitation of Liability

- a. We are not responsible for any consequences arising out of the following events:
 - i. if the Website and/or Platform is inoperative/non-responsive due to any connectivity errors associated with the internet connection such as but not limited to slow connectivity, no connectivity, server failure;
 - ii. if you have fed incorrect information or data or for any deletion of data;
 - iii. if there is an undue delay or inability to communicate through email;
 - iv. if there is any deficiency or defect in the Services managed by the Company; and
 - v. if there is a failure in the functioning of any other Service provided by the Company.
- b. The Website accepts no liability for any errors or omissions, on behalf of itself, or for any damage caused to you, your belongings, or any Third-Party, resulting from the use or misuse of the Platform or any Service provided of by the Company through the Platform. The Service and any Content or material displayed of the Services are provided without any guarantees, conditions, or warranties as to its accuracy, suitability, completeness, or reliability. We will not be liable to you for the unavailability or failure of the Platform.
- c. You are to comply with all Applicable Laws upon you or on your activities, and with all applicable policies, which are hereby incorporated into this Terms of Use by reference.
- d. The Platform expressly excludes any liability for any loss or damage that was not reasonably foreseeable by the Website and which is incurred by you in connection with the Website, including loss of profits; and any loss or damage incurred by you as a result of your breach of these Terms of Use.
- e. To the fullest extent permitted by law, We shall not be liable to You or any other party for any loss or damage, regardless of the form of action or basis of any claim. You acknowledge and agree that your sole and exclusive remedy for any dispute with us is to terminate your use of the Website.
- f.

16. TERM AND TERMINATION

- a. The Agreement will continue to apply until terminated by either you or Olive Ranch as set forth below. If you want to terminate this Agreement with Olive Ranch, you may do so by simply deleting your account once you log in to the Website. Similarly Olive Ranch will delete your account in case so required.
 - b. Olive Ranch may, in its sole discretion and without prior notice, terminate your access to the Website and block your future access to the Website if **Olive Ranch** determines that you have violated the terms of this Agreement.
 - c. **Olive Ranch** may, at any time, with or without notice, terminate this Agreement with You if:
17. **Olive Ranch** is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful), or upon request by any law enforcement or other government agencies.

18. **Olive Ranch** has elected to discontinue, with or without reason, access to the Website. In the event **Olive Ranch** faces any unexpected technical issues or problems that prevent the Website from working.
19. **Olive Ranch** decides to provide its services only for subscription members.
20. **Olive Ranch** may do so for administrative reasons as well.
 - a. If Olive Ranch terminates a user(s) membership, the User(s) will not have the right to re-enroll or join Olive Ranch under a new account or name unless formally invited to do so by Olive Ranch. In the event of termination, no membership charges will be refunded. User(s) acknowledge that their inability to use the website, either wholly or partially, for any reason, may have adverse effects on their business. User(s) hereby agree that under no circumstances shall Olive Ranch be liable to the user(s) or any third parties for any inability to use the website (whether due to disruption, limited access, changes to or termination of any features on the Website, or otherwise), any delays, errors, or omissions in communication or transmission, or any damages (direct, indirect, consequential, or otherwise) arising from the use of or inability to use the website or any of its features.
 - b. Olive Ranch may also change layout, format, content or the entire model of the website with a view to align its functionality in view of change in business plan or due to market conditions.

21. REGISTERED USER(S):

- a. To become a Registered User (s), there is a straightforward procedure in place for the convenience of users to easily log in and log out.
- b. User(s) can become Registered User(s) by completing an online registration form on the website, providing necessary information such as name, contact details, what type of Mushrooms / mushroom products / by products they are listing and business information. Upon registration, **Olive Ranch** will create an account ("Account") for the user(s) as per the method given on the website. **Olive Ranch** will send you an email intimation once your account has been activated. Registered Sellers are responsible for the content of their account on the website and must correct if any anomaly is observed.
- c. If a seller registers on behalf of a business entity, they must represent that business entity:
 - (a) have the authority to bind the entity to the terms and conditions of use and/or this Agreement.
 - (b) the address used during registration is the principal place of business of the business entity.
 - (c) all other information submitted during the registration process is true, accurate, current, and complete. For this provision, a branch or representative office will not be considered a separate entity, and its principal place of business will be deemed to be that of its head office.
- d. By becoming a Registered User, you consent to the inclusion of your personal data in our online database and authorize **Olive Ranch** to display complete / partial information on the website as well share such information with other users. **Olive Ranch** may refuse registration, deny membership, and associated User ID and Password to any user for any reason. The website may suspend or terminate a registered membership at any time without prior notification in the interest of Olive Ranch or the general interest of its visitors/other members, without giving any reason for it. Registered Users are not a part or affiliate of Olive Ranch in any way.

22. POSTING YOUR CONTENT ON THE WEBSITE:

- a. Some content displayed on the Website is provided or posted by third parties. Users can post their content on some sections/services of the website using the self-help submit and edit tools provided. Users may need to register and/or pay for some of these services.
- b. By posting content on the Website, you agree to comply with our terms and guidelines. We reserve the right to review, modify, or remove any content that violates our policies or applicable laws.
- c. If your content is removed, and you believe it was done in error, you have the right to appeal. To appeal a content removal decision, please follow our designated appeal process, which may include submitting a written statement explaining why you believe the removal was in error. We will review the appeal promptly and reinstate the content if we determine it was removed incorrectly.
- d. It is important to note that we reserve the right to make the final decision on content removal appeals. Continued violation of our terms may result in further actions, including the suspension or termination of your account.
- e. For any inquiries related to content removal or the appeal process, please contact us at contact@olive-ranch.com. Your cooperation and understanding are appreciated.
- f. Olive Ranch is not the author in such cases. The content here is contributed by anonymous, registered, or paid users. Neither Olive Ranch nor any of its affiliates, directors, officers, or employees has entered into a sale agency relationship with such third parties due to our display of the Third-Party Content on the website. Any Third-Party content is the sole responsibility of the party providing it. Olive Ranch is not responsible for the accuracy, propriety, lawfulness, or truthfulness of any Third-Party content and shall not be liable to any user(s) for relying on such content. Additionally, Olive Ranch is not responsible for the conduct of user(s) activities on the website and shall not be liable to any person in connection with any damage suffered due to any such user's conduct.

23. USER(S) SOLELY REPRESENT, WARRANT, AND AGREE TO:

- a. Provide Olive Ranch with true, accurate, current, and complete information to be displayed on the website and promptly amend all information to keep it true, accurate, current, and complete.
- b. User(s) hereby grant an irrevocable, perpetual, worldwide, and royalty-free, sub-licensable (through multiple tiers) license to Olive Ranch to display and use all information provided by them in accordance with the purposes set forth in the agreement. This includes exercising the copyright, publicity, and database rights users have in such material or information, in any form of media, and third-party copyrights, trademarks, trade secret rights, patents, and other personal or proprietary rights affecting or relating to material or information displayed on the website, including but not limited to rights of personality and rights of privacy, or affecting or relating to products that are offered or displayed on the website (hereafter referred to as "Third Party Rights").
- c. User(s) hereby represent, warrant, and agree that they shall be solely responsible for ensuring that any material or information they post on the website or provide to **Olive Ranch** does not violate any Third-Party Rights, or is posted with the permission of the owner(s) of such rights.

User(s) also represent, warrant, and agree that they have the right to manufacture, offer, sell, import, and distribute the products offered and displayed on the website, and that such activities do not violate any Third-Party Rights.

- d. User(s) hereby acknowledge and agree that any information submitted to Olive Ranch for display on the website will not:
 - e. Contain fraudulent information or make fraudulent offers for items, including the sale or attempted sale of counterfeit or stolen items, or items whose sales and/or marketing are prohibited by applicable law, or promote other illegal activities.
 - f. User (s) will not display only edible mushroom / mushroom byproducts.
 - g. User (s) will not display any mushroom which is banned in any part of the world, responsibility for this will be of the User (s) only.
 - h. Be part of a scheme to defraud other users of the website or be used for any other unlawful purpose.
 - i. Relate to the sale of products or services that infringe or encourage the infringement of any third party's copyright, patent, trademarks, trade secret, or other proprietary rights, or violate rights of publicity or privacy or any other Third-Party Rights.
 - j. Violate any applicable law, statute, ordinance, or regulation, including export control, consumer protection, unfair competition, anti-discrimination, or false advertising laws.
 - k. Be defamatory, libelous, unlawfully threatening, or unlawfully harassing.
 - l. Contain obscene, pornographic, sexually explicit, or otherwise harmful content, especially to minors.
 - m. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
 - n. Contain unauthorized advertising, harassment (including spamming), invasions of privacy, or encourage conduct that would constitute a criminal offense or violate any law or regulation.
 - o. Solicit business from any users in connection with a commercial activity that country Govt laws / rules / regulations.
 - p. falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
 - q. Include any computer viruses or destructive codes that damage or interfere with software, hardware, data, or personal information.
 - r. probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website;
 - s. Link to or describe goods or services that are prohibited under prevailing law.

24. Otherwise create any liability for Olive Ranch or its affiliates.

- a. Olive Ranch reserves the right, at its sole discretion, to remove any material, content, photos, or offers displayed on the website that it reasonably believes to be unlawful, could subject Olive Ranch to liability, violates the terms and conditions and/or Agreement, or is otherwise deemed inappropriate by Olive Ranch. The website also reserves the right to cooperate fully with governmental authorities, private investigators, and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing.

- b. In connection with any of the foregoing, the Website may suspend or terminate the account of any user as it deems appropriate in its sole discretion. User(s) agree that the website shall have no liability to any user(s), including liability for consequential or any other damages, in the event the website takes any of the actions mentioned in this section, and users agree to bear the risk that the website may take such actions.
- c. The website acts as a content integrator and is not responsible for the information provided by users to be displayed on the website. **Olive Ranch** does not have any role in developing the content.

25. INTERACTION BETWEEN USERS

- a. Olive Ranch provides an online platform for the exchange of information between buyers and suppliers of products and services. The website does not represent the seller or the buyer in specific transactions and does not charge any commission for enabling transactions. Olive Ranch does not control and is not liable for the quality, safety, lawfulness, or availability of the products or services offered for sale on the website or the ability of the suppliers to complete a sale or the ability of buyers to complete a purchase. Users are advised that there may be risks of dealing with foreign nationals or people acting under false pretenses.
- b. Olive Ranch employs various techniques, such as verification processes, to verify the accuracy and authenticity of the information provided by users. However, it cannot confirm each user's purported identity with absolute certainty. Users are encouraged to use available tools and exercise common sense to evaluate those with whom they intend to conduct transactions.
- c. User(s) acknowledge that they fully assume the risks of purchase and sale transactions when using the website and that they fully assume the risks of liability or harm of any kind in connection with subsequent activity relating to products or services involved in such transactions. These risks may include misrepresentation of products, fraudulent schemes, unsatisfactory quality, violation of Third Party Rights, violation of applicable laws, defamation, or other harmful activities.
- d. Olive Ranch shall not be liable or responsible for any damages, liabilities, costs, inconveniences, business disruptions, or expenditures of any kind that may occur as a result of or in connection with any Transaction Risks. Users are solely responsible for all terms and conditions of the transactions conducted on or through the website, including payment, returns, warranties, shipping, insurance, fees, taxes, licenses, permits, handling, transportation, and storage.
- e. In the event of a dispute with any party to a transaction, User(s) agree to release and indemnify Olive Ranch and its agents, affiliates, directors, officers, and employees from all claims, demands, actions, proceedings, costs, expenses, and damages arising out of or in connection with such transaction.
- f. The Website is a platform that users utilize to independently meet and interact with one another for their transactions. Olive Ranch is not and cannot be a party to any transaction or dispute between users on the Platform.
- g. User(s) may use the content and features on the website solely for their personal or internal purposes. Users agree not to use Olive Ranch's database and/or services for spamming, transmission of unlawful or objectionable material, or for the publication, distribution, or circulation of unsolicited advertising or promotional information.

- h. Before sharing any content on the website, user(s) must ensure that they have the right to do so. Olive Ranch reserves the right to use, reproduce, and modify all content submitted by users to the site, including comments published by users on the site.
- i. The content, links, and listings provided on the website and related sites are for information purposes only. Olive Ranch makes no warranties and is not liable for any actions or representations of any listed company or individual within the website and related sites.
- j. Users should always seek independent advice before acting on any information on the website. While Olive Ranch takes great care to provide accurate information, it is not responsible for any loss suffered by users as a consequence of their actions based on the information provided. It is the sole responsibility of the prospective Buyer/Seller or site user to obtain all necessary documents and verify information independently.
- k. Olive Ranch is not responsible for transactions that take place between buyers and sellers listed on the site. The listing of Buyers and sellers on the site is purely for information purposes and does not constitute an endorsement or recommendation by Olive Ranch.

26. USER OBLIGATIONS

- a. **Olive Ranch** grants you a non-exclusive, non-sub licensable, non-transferable, revocable, and limited right to access and use this Website.
- b. You agree not to access (or attempt to access) the Website by any means other than through the interfaces that are provided by **Olive Ranch**. You shall not use any deep-link, robot, spider or other automatic devices, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or in any way reproduce or circumvent the navigational structure or presentation of the Website, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website.
- c. When you use the Website, You specifically undertake not to host, display, upload, modify, publish, transmit, or update any information that:
 - d. belongs to another person and to which you do not have any right to;
 - e. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever.
- f. You should contact a party on the website only if you have a genuine interest in the offering advertised on the website by the party and should not contact the person for any other purpose.
- g. You are responsible for verifying all listed details, taking appropriate safety measures, and conducting your own due diligence before transacting with any other user from the website. Your use of this website is at your own risk and you assume full responsibility and risk of loss resulting from the use of thereof;
- h. Profile advertisement details and other materials posted on our sites are not intended to amount to any form of advice.
- i. harms minors in any way.

- j. impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity.
- k. threatens the unity, integrity, defense, security or sovereignty of Republic of India or any other country, friendly relations with foreign states or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting of any other nation.
- l. infringes any patent, trademark, copyright or other proprietary rights.
- m. contain software viruses or any other computer code, files or programs designed to, hack, interrupt destroy or limit the functionality of any computer resource.
- n. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature.
- o. engage in any activity that interferes with or disrupts access to the Website or the Services (or the servers and networks which are connected to the Website);
- p. attempt to gain unauthorized access to any portion or feature of the Website, any other systems or networks connected to the Website, to any **Olive Ranch** server, or to any of the Services offered on or through the Website, by hacking, password mining or any other illegitimate means.
- q. probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website.
- r. disrupt or interfere with the security of, or otherwise cause harm to, the Website, systems resources, accounts, passwords, servers or networks connected to or accessible through the Websites or any affiliated or linked sites.
- s. use the Website for any purpose that is unlawful or prohibited by the Agreement, or to solicit the performance of any illegal activity or other activity which infringes the rights of **Olive Ranch** or other third parties.
- t. falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- u. **Olive Ranch** reserves the right to decide the index order in which listings are displayed on the website.
- v. **Olive Ranch** is not a broker or the agent of any user, and Olive Ranch does not partake in any kind of negotiations or discussions between the users.
- w. GST is applicable on all the transactions that take place with Olive Ranch. The paid activation of the account will happen on the realization of the transaction amount. In case of any changes to be made in your account, the information shall be mailed to us by you for the changes to be brought;
- x. By submitting a request for information regarding any of our sponsors, you represent and warrant that all information submitted is true and non – misleading and does not violate any law or regulation;
- y. violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
- z. violate any Applicable Laws or regulations for the time being in force;
- aa. violate the terms of the Agreement.
- bb. Any advertisements/profiles on the website do not constitute a binding offer so that acceptance by the user can bind the party advertising on the website.

- cc. You agree that you are solely responsible to **Olive Ranch** and to any third-party for any breach of your obligations under this Agreement or other Agreements and for the consequences (including any loss or damage which **Olive Ranch** or its affiliates may suffer) for any such breach.

27. MEMBERSHIPS

- a. If you decide to join our community, subscribe to our newsletter, or opt to receive emails from the Site, the information You provide on the registration form will be used to send you franchise industry newsletters, special promotions, and other relevant information. If you wish to stop receiving these emails, you can easily opt-out by following the unsubscribe instructions provided at the bottom of each email.
- b. By submitting your details to the Site and consenting to disclose your information to advertisers, you agree to receive telephone calls, WhatsApp messages, and/or emails about franchise and business opportunities, even if your number is registered with us or on any Do Not Call List (DND list). You are responsible for providing accurate and truthful personal information, including your real name and last name, during registration.
- c. To ensure the security of your account, you agree to keep your username and password confidential and not to share your registration details with anyone else.
- d. You also agree to indemnify the Company against any unauthorized use of your username and password. We reserve the right to modify the membership information you provide and to delete, disable, and/or restrict your account at our absolute discretion.

28. SELLER(s) OBLIGATION

- a. Seller Eligibility
- b. The use of the Platform is available only to persons who can form legally binding contracts under the Indian Contract Act, 1872. Persons who are 'incompetent to contract' within the meaning of the Indian Contract Act, 1872, including minors, un-discharged insolvents etc. are not eligible to use the Platform. If you are a minor i.e. under the age of 18 years, you shall not register as a Seller on the Platform, transact or use the Platform. Olive Ranch reserves the right to terminate your registration and/or refuse you access to the Platform if it is brought to Olive Ranch's notice or discovered that you are under the age of 18 years. If you register as a business entity, you represent that you are duly authorized by the business entity to accept the Terms of Service and you have the authority to bind the business entity to the Terms of Service.
- c. Seller(s) Registration
- d. In the course of your use of the Platform, you agree to furnish your details and information as requested by us from time to time including, but not limited to, the following information, to register as a Seller :
- e. Seller Complete Name
- f. Seller Complete Address
- g. Seller Complete Contact details
- h. Seller Grievance Officer details for Consumer Complaints
- i. Phone no.
- j. Email Address
- k. Tax Certificate / GSTIN details.

- l. PAN
- m. Business Pan
- n. Pin code

- o. Registered Address - Principal geographic address of its headquarters and all branches
- p. Account Holder Name
- q. Legal Name / Trade Name
- r. Type of Mushroom and the quantity
- s. Total price in single figure of the mushroom being sold (break up price / charges, if any)
- t. Relevant details of Mushroom / mushroom byproducts including Manufacturer / Packer / Name and Complete Address
- u. Relevant details of imported Mushroom / mushroom byproducts including Name and details of Importer with correct Country of Origin (Country's full name)
- v. Relevant guarantee or warranties applicable to all Mushrooms you are selling on the platform
- w. Food License as per the applicable law
- x. Any other mandatory license required for selling the Mushrooms.
- y. You agree that you have necessary licenses and permits for the sale on the Platform which shall be including but not limited to the licenses required by all applicable laws.

- z. You shall remain responsible for maintaining confidentiality of this information, as well as your display name, login and password details. You agree that if you provide any information which is untrue, inaccurate, not current, or incomplete or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with the Terms of Service, we shall have the right to suspend or terminate your account on the Platform or indefinitely block you from accessing the Platform.

- aa. You provide the power and authority to us to address customer grievances on your behalf in respect of products sold by you. This authority shall include performing incidental acts which are specifically required to be carried out and perform the specific authority granted herein. You also provide your consent to populate your details, including, but not limited to, the Seller Address, provided by you at the time of registration on the Seller Portal, on the products listed by you on the platform.

29. SELLERS ONBOARDING POLICY

- a. In order to list the products on our platform, sellers are required to create a dedicated seller account, which serves as their gateway to showcasing their offerings to a global audience of potential buyers. Additionally, for sellers seeking enhanced visibility and exclusive display options, we offer subscription packages that provide these benefits. To streamline this process, we provide convenient payment options through our secure website's payment gateway, allowing sellers to choose subscription plans that best align with their preferences and marketing needs.
- b. Furthermore, as part of our commitment to maintaining the authenticity and credibility of sellers on our platform, we have established a seller verification process. Sellers are requested to furnish the details mentioned in the Seller Registration column of this website for

meticulous verification. This verification step is integral to ensuring that all sellers are genuine and reputable entities, enhancing trust and confidence within our community of buyers and sellers. By upholding these standards, we aim to create a secure and reliable marketplace environment for all participants.

- c. Sellers on our Platform are exclusively permitted to showcase edible mushroom products / mushroom byproducts / mushroom equipment etc, adhering to a strict policy that prohibits the display of any mushrooms banned in any part of the world. In order to maintain compliance with this vital regulation, sellers are dutybound to ensure that their listings do not include any banned mushroom varieties.
- d. Regarding transactions, it's important to note that our platform serves as a conduit for connecting worldwide sellers with potential buyers. However, we do not engage in the facilitation of these transactions. Our primary role is to provide contact information for sellers to a global community of buyers, offering a platform where they can connect and communicate directly. Consequently, any transactions that buyers and sellers choose to enter into are conducted independently and without our direct involvement. Both sellers and buyers assume full responsibility for the transactions they initiate, fostering a sense of autonomy and accountability within our marketplace.

30. BUYER GUIDELINES AND RESPONSIBILITIES

- a. Buyers are entrusted with the responsibility of conducting thorough background checks on sellers before engaging in any transaction on our platform. It is imperative for buyers to establish direct agreements with sellers, fostering clear lines of communication and mutual understanding. These agreements should be established before proceeding with any transaction.
- b. At no time shall Olive Ranch hold any right / title to or interest in the items nor have any obligations or liabilities with respect to such a contract. Olive Ranch is not responsible for unsatisfactory or delayed performance of services, damages, or delays as a result of items which are out of stock, unavailable, or back-ordered.
- c. Our platform serves as a connecting bridge, facilitating contact between worldwide sellers and potential buyers. We do not actively mediate or facilitate transactions between buyers and sellers. Instead, we provide valuable contact information, allowing both parties to engage directly and independently.
- d. Olive Ranch does not make any representations or warranties regarding item-specifics (such as legal title, creditworthiness, identity, etc.) of any of its users. You are advised to independently verify the bona fides of any particular. Buyers are strongly advised to exercise due diligence by verifying the quality and authenticity of products directly with sellers. This verification process ensures the integrity of each transaction and contributes to a positive and trustworthy marketplace experience for all participants.

31. LIMITATION OF LIABILITY

- a. In no event shall OLIVE RANCH be liable for any direct, indirect, punitive, incidental, special, or consequential damages, including but not limited to damages for loss of use, data, or profits, arising out of or in connection with the use of information provided on the Site or the performance, delay, or inability to use the Site or our services or related services. This includes the provision or failure to

provide services, or any information, services, and related services availed through the Site or our services, whether based on contract, tort, negligence, strict liability, or otherwise, even if we have been advised of the possibility of damages.

- b. Advertisers or contents of advertisers on the web pages. Users are responsible for verifying the reliability and usage of such content. We shall not be responsible or liable for any consequential damages arising from users relying on the contents of the advertisers.
- c. Before sharing any content on the Site (if applicable), please ensure you have the right to do so. By submitting content to the Site, including comments published by you on the Site, You grant us the right to use, reproduce, and modify such content at our absolute discretion.
- d. All contents, links, and listings provided within the Site and related sites are for information purposes only. We make no warranties and are not liable for any actions or representations of any listed company within the Site and related sites. Always seek independent advice before acting on any information on the Site.
- e. While We strive to provide accurate information, We are not responsible for any loss suffered by Users due to their actions or omissions based on the information We provide. The prospective Users are solely responsible for obtaining all necessary documents and verifying information on their own.
- f. We are not liable for any content published on the Site. If you believe any content to be inappropriate, please contact us at **contact@olive-ranch.com**, and we will address your concerns promptly.
- g. We are not responsible for the transactions that take place between Users listed on the Site. It is important to note that all the Users listed on the Site are purely for informational purposes and do not represent an endorsement or recommendation of such companies by the Company.
- h. Further, **Olive Ranch** shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplanned suspension of access to the Website that may occur due to technical reasons or for any reason beyond **Olive Ranch's** control. You understand and agree that any material or data downloaded or otherwise obtained through the Website is done entirely at your own discretion and risk and You will be solely responsible for any damage to Your computer systems or loss of data that results from the download of such material or data.
- i. The use or the inability to use the web site:

Any defect in goods, samples, data, information or services purchased or obtained from a User(s) or a third-party service provider through the web site;
Violation of Third Party Rights or claims or demands that User(s) manufacture, importation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the web site may violate or may be asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants;

Unauthorized access by third parties to data or private information of any User(s);

Statements or conduct of any User(s) of the web site; or

Any matters relating to Premium Services however arising, including negligence.

32. INDEMNIFICATION

- a. You hereby agree to indemnify Olive Ranch (who shall have no duty to mitigate its loss) in full and on demand and keep it so indemnified against all claims, demands, actions, proceedings, and all direct and indirect damages, losses, costs, and expenses (including without limitation legal and other professional advisers' fees, economic loss, loss of profit, future revenue, reputation, goodwill, anticipated savings) and any consequential loss made against or incurred or suffered by Olive Ranch and whether wholly or in part resulting directly or indirectly from any claim that the content of any material uploaded or posted onto this website infringes the copyright, trademark, or other intellectual property rights of any third party.
- b. Olive Ranch is not liable for any infringement of Intellectual Property Rights arising out of materials posted on or transmitted through the site, or items advertised on the site, by end-users or any other third parties. If you believe that the content of any material uploaded or posted onto this website infringes your intellectual property rights, please notify us over email so we may take corrective measures.
- c. Olive Ranch is not regulated by any regulatory body, and you are strictly prohibited from offering any form of public securities, shares, bonds, or anything similar via this website.
- d. Notwithstanding anything to contrary in the Agreement(s), in no event shall OLIVE RANCH, its subsidiaries or affiliates and their respective officers, directors, employees, partners or suppliers be liable to You for any special, incidental, indirect, consequential, exemplary or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not Olive Ranch has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with Your use of or access to the Website.

33. GENERAL PROVISIONS

- a. **Governing Law and jurisdiction:** This Agreement and all transactions entered into on or through the Website and the relationship between you and **Olive Ranch** shall be governed in accordance with the laws of India without reference to conflict of laws principles.
- b. You agree that all claims, differences and disputes arising under or in connection with or in relation hereto the Website, this Agreement, or any transactions entered into on or through the Website or the relationship between you and **Olive Ranch** shall be subject to the exclusive jurisdiction of the courts at Kapurthala, Punjab, India and You hereby accede to and accept the jurisdiction of such courts. You hereby irrevocably waive any objection which you may now or hereafter have to the laying of improper venue or forum non-convenient. Each party agrees that a judgment in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. Any and all service of process and any other notice in any such suit, action or proceeding with respect to this Agreement shall be effective against a party if given as provided herein.

34. Term

- a. These Terms of Use shall continue to form a valid and binding agreement between us and shall continue to be in full force and effect until you continue to access and use the Websites.
- b. You may terminate your use of the Website at any time, as per the process specified under this Terms of Use.
- c. We may terminate these Terms of Use with you and close your account at any time without notice and/or suspend or terminate Your access to the Website at any time and for any reasons, if any discrepancy or legal issue arises.
- d. Such suspension or termination shall not limit our right to take any other action against you that we consider appropriate.
- e. It is also hereby declared that we may discontinue the Services on the Websites without any prior notice.

35. Termination

- a. We reserve the right, in its sole discretion, to unilaterally terminate Your access to the Website, or any portion thereof, at any time, without notice or cause.
- b. We also reserve the universal right to deny access to You, to any/all of are on its Website without any prior notice/explanation to protect the interests of the Website and/or other Users to the Website.
- c. We reserve the right to limit, deny or create different access to the Website and its features concerning different Users, or to change any of the features or introduce new features without prior notice.
- d. You shall continue to be bound by these Terms of use, and it is expressly agreed to by You that You shall not have the right to terminate these Terms of Use till the expiry of the same.

36. Communication

- a. By using this Website and providing your identity and contact information to the Company through the Website, you agree and consent to receive e-mails or SMS or WhatsApp messages from us and/or any of its representatives at any time.
- b. You can report to Mrs. Manpreet Bhandaal (Grievance Officer) at “manpreet@olive-ranch.com” if you find any discrepancy with regard to Website or Content-related information and we will take necessary action after an investigation. The response with resolution (if any issues found) shall be dependent on the time is taken for investigation.
- c. You expressly agree that notwithstanding anything contained hereinabove, it may be contacted by us relating to any Services availed by you on the Website or anything pursuant thereto and you agree to indemnify us from any harassment claims. It is expressly agreed to by us that any information shared by us shall be governed by the Privacy Policy.

37. User obligations and formal undertakings as to conduct

- a. You agree and acknowledges that you are a restricted user of this Platform and you:
- b. agree to provide genuine credentials during the process whenever required on the Website. You shall not use a fictitious identity. We are not liable if you have provided incorrect information;
- c. agree to ensure the Name, address, email id, phone number, company details, Tax certificate, Registration Certificate and any such other

- information that may be provided and is valid at all times and shall keep your information accurate and up-to-date;
- d. You agree that you are solely responsible for maintaining the confidentiality of your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason;
 - e. understand and acknowledge that the data submitted is manually entered into the database of the Platform. You also acknowledge the fact that data so entered into the database is for easy and ready reference for you, and to streamline the Services through the Website and/or Platform;
 - f. authorize the Platform to use, store, or otherwise process certain personal information and all published Content, responses, locations, User comments, reviews and ratings for personalization of Services, marketing and promotional purposes, and for optimization of User-related options and Services;
 - g. understand and agree that, to the fullest extent permissible by law, the Platform or any of their affiliates or their respective officers, directors, employees, agents, licensors, representatives, operational service providers, advertisers or suppliers shall not be liable for any loss or damage, of any kind, direct or indirect, in connection with or arising from the use of the Platform or this Terms of Use, including, but not limited to, compensatory, consequential, incidental, indirect, special or punitive damages;
 - h. are bound not to cut, copy, modify, recreate, reverse engineer, distribute, disseminate, post, publish or create derivative works from, transfer, or sell any information or obtained from the Platform. Any such use/limited use of the Platform will only be allowed with the prior express written permission;
 - i. agree not to access (or attempt to access) the Platform and/or the materials or Services by any means other than through the interface provided by the Platform. The use of deep-link, robot, spider or other automatic devices, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or its Content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform, materials or any Content, or to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Platform will lead to suspension or termination of your access to the Platform. We disclaim any liabilities arising concerning such offensive Content on the Platform; and
 - j. expressly agree and acknowledge that the Content generated by the Users and displayed on the Platform is not owned by the Company and that we are in no way responsible for the Content of the same. You may, however, report any offensive or objectionable content, which we may then remove from the Platform, at our sole discretion.
 - k. You further undertake not to:
 - l. engage in any activity that interferes with or disrupts access to the Platform or the Services provided therein (or the servers and networks which are connected to the Platform);
 - m. impersonate any person or entity, or falsely state or otherwise misrepresent his/her affiliation with a person or entity;
 - n. probe, scan, or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication

- measures on the Platform or any network connected to the Platform. The User may not reverse look-up, trace, or seek to trace any information relating to any other User of, or visitor to the Platform, or any other viewer of the Platform, including any User account maintained on the Platform not operated/managed by the User, or exploit the Platform or information made available or offered by or through the Platform, in any manner;
- o. disrupt or interfere with the security of, or otherwise cause harm to the Platform, systems resources, accounts, passwords, servers, or networks connected to or accessible through the Platform or any affiliated or linked Platform;
 - p. use the Platform or any material or Content therein for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of this Platform or any other Third-Party(ies);
 - q. violate any code of conduct or guideline which may apply for or to any particular Service offered through the Platform;
 - r. violate any applicable laws, rules, or regulations currently in force within or outside India;
 - s. violate any portion of these Terms of Use or the Privacy Policy, including but not limited to any applicable additional terms and conditions of the Platform contained herein or elsewhere, whether made by amendment, modification, or otherwise;
 - t. commit any act that causes the Company to lose (in whole or in part) the Services of its Internet Establishment ("ISP") or in any manner disrupts the Services of any other supplier/service provider of the Platform;
 - u. you hereby expressly authorize the Company to disclose any and all information relating to you in our possession to law enforcement or other government officials, as we may in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those involve personal injury and theft/infringement of intellectual property. You further understand that the Platform might be directed to disclose any information (including the identity of persons providing information or materials on the Platform) as necessary to satisfy any judicial order, Applicable Law, regulation or valid governmental request;
 - v. by indicating your acceptance to use any Services offered through the Platform, you are obligated to complete such transactions after making payment. You shall be prohibited from indicating their acceptance to avail Services where the transactions have remained incomplete;
 - w. you agree to use the Services provided by the Company, our affiliates, consultants and contracted companies, for lawful purposes only;
 - x. you agree to provide authentic and true information. We reserve the right to confirm and validate the information and other details provided by you at any point in time. If upon confirmation such details are found to be false, not to be true (wholly or partly), we shall in our sole discretion reject the order and debar you from using the Platform without prior intimation whatsoever;
 - y. you agree not to post any material on the Platform that is defamatory, offensive, obscene, indecent, abusive, or needlessly distressful, or advertising any goods or services. More specifically, you agree not to host, display, upload, update, publish, modify, transmit, or in any manner share any information that:
 - i. belongs to another person and to which you have no right to;
 - ii. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's

- privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- iii. is in any way harmful to minors;
- iv. infringes any patent, trademark, copyright or other proprietary rights;
- v. violates any Applicable Law for the time being in force;
- vi. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing;
- vii. abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of others;
- viii. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- ix. publish, post, disseminate, any grossly harmful information, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986; and
- x. threatens the unity, integrity, defense, security, or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

38. Suspension of User access and activity

- a. Notwithstanding other legal remedies that may be available, we may in our sole discretion, limit your access and/or activity by immediately removing your access credentials either temporarily or indefinitely, or suspend/terminate your association with the Platform, and/or refuse to the usage of the Platform, without being required to provide you with notice or cause:
- b. if you are in breach of any of these Terms of Use, Privacy Policy, or any other applicable policies;
- c. if you have provided wrong, inaccurate, incomplete or incorrect information, we reserve the right to take necessary actions; and
- d. if your actions may cause any harm, damage or loss to the other Users or the Company, at our sole discretion, we may exercise our discretion to take appropriate measures.
- e. For administrative reasons.

39. Intellectual Property Rights

- a. Unless expressly agreed to in writing, nothing contained herein shall give you a right to use any of the trade names, trademarks, service marks, logos, domain names, information, questions, answers, solutions, reports, and other distinctive brand features, save according to the provisions of these Terms of Use that shall be available on the Platform. All logos, trademarks, brand names, service marks, domain names, including material, designs, and graphics created by and developed by either the Platform or such other Third-Party and other distinctive brand features of the Platform are the property of the

Platform or the respective copyright or trademark owner. Furthermore, concerning the Platform, we shall be the exclusive owner of all the designs, graphics and the like, related to the Platform.

- b. You shall not use any of the Intellectual Property displayed on the Platform in any manner that is likely to cause confusion among existing or prospective users of the Platform, or that in any manner disparages or discredits the Platform, to be determined in the sole discretion.
- c. You are aware all Intellectual Property, including but not limited to copyrights, relating to said Services resides with the owners, and that at no point does any such Intellectual Property stand transferred from the aforementioned creators. You are aware that we merely provide the Platform through which you can communicate with other Users and the Platform does not own any of the Intellectual Property relating to the independent Content displayed on the Platform, apart from created graphics and specified Content.
- d. You are further aware that any reproduction or infringement of the Intellectual Property of the aforementioned owners by you will result in legal action being initiated against you by the respective owners of the Intellectual Property so reproduced/infringed upon. It is agreed to by you that the Contents of this section shall survive even after the termination or expiry of these Terms of Use and/or Privacy Policy.

40. Disclaimer of Warranties and Liabilities

- a. You further agree and undertake that you are accessing the Platform at your sole risk and that you are using the best and prudent judgment before availing of any features on the Platform or accessing/using any information displayed thereon.
- b. You agree that any kind of information, resources, activities, or recommendations obtained/availed from the Platform, written or oral, will not create any warranty and we disclaim all liabilities resulting from these.
- c. We do not guarantee that the features and content contained in the Platform will be uninterrupted or error-free, or that the Platform or its server will be free of viruses or other harmful components, and you hereby expressly accepts any associated risks involved with your use of the Platform.
- d. It is further agreed to by you that the contents of this section shall survive even after the termination or expiry of the Terms of Use and/or Privacy Policy.

41. FORCE MAJEURE

We will not be liable for damages for any delay or failure to perform our obligations hereunder if such delay or failure is due to cause beyond our control or without its fault or negligence, due to force majeure events including but not limited to acts of war, acts of God, earthquake, riot, fire, festive activities sabotage, labour shortage or dispute, internet interruption, technical failure, breakage of sea cable, hacking, piracy, cheating, illegal or unauthorized.

42. DISPUTE RESOLUTION AND JURISDICTION

In the event of any dispute arising out of or in connection with this Terms of Use, including any dispute relating to the validity of this Terms of Use, the language of arbitration shall be English. The seat of arbitration shall be Kapurthala, **Punjab, India.**

You expressly agree that the Terms of Use, Privacy Policy and any other agreements entered into between the Parties are governed by the laws, rules,

and regulations of India.

43. MISCELLANEOUS PROVISIONS

- a. **Entire Agreement:** These Terms of Use, read with the Privacy Policy and Disclaimer form the complete and final contract between us with respect to the subject matter hereof and supersedes all other communications, representations, and agreements (whether oral, written, or otherwise) relating thereto.
 - b. **Waiver:** The failure at any time to require the performance of any provision of these Terms of Use shall in no manner affect our right at a later time to enforce the same. No waiver by us of any breach of these Terms of Use, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach, or a waiver of any other breach of these Terms of Use.
 - c. **Severability:** If any provision/clause of these Terms of Use is held to be invalid, illegal, or unenforceable by any court or authority of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions/clauses of these Terms of Use shall in no way be affected or impaired thereby, and each such provision/clause of these Terms of Use shall be valid and enforceable to the fullest extent permitted by Applicable Law. In such case, these Terms of Use shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the original rights, intentions and commercial expectations of the Parties hereto, as expressed herein. If for any reason, a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Agreement shall continue in full force and effect. **Olive Ranch** may amend in a reasonable manner such provision to make it enforceable and such amendment will be given effect in accordance with the amendment terms of these Terms of Use.
44. **Waiver:** Any failure or delay by a party to enforce or exercise any provision of the Agreement, or any related right, shall not constitute a waiver by such party of that provision or right. The exercise of one or more of a party's rights hereunder shall not be a waiver of or preclude the exercise of, any rights or remedies available to such party under these Terms of Use or in law or at equity. Any waiver by a party shall only be made in writing and executed by a duly authorized officer of such party.
45. **Principal to Principal Relationship:** You and **Olive Ranch** are independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, association of persons, agency (disclosed or undisclosed), franchise, sales representative, or employment relationship between You and **Olive Ranch**.
46. **Changes and Updates:** **Olive Ranch** reserves the right to change, suspend or terminate any of its Services (or any features thereof, or prices applicable thereto), and/or cancel your access to any of the **Olive Ranch** Services (including removal of any materials created by you in connection with the **Olive Ranch** Services) for any reason and/or change any of the **Olive Ranch** terms with or without prior notice - at any time and in any manner. You agree that **Olive Ranch** will not be liable to you or to any third-party for any modification, suspension or discontinuance of those **Olive Ranch** Services.

DISPUTES / JURISDICTION

All disputes are subject to Kapurthala jurisdiction only, Kapurthala is district of Punjab, India. All disputes / differences / controversies of whatever nature, the place of arbitration shall be Kapurthala only.

In all cases where “Court” has jurisdiction to entertain, try and dispose of matters governed by and/arising under or taken under any provision shall take/institute such proceedings in an appropriate Court in Kapurthala only.

All disputes, differences and controversies shall be filed in and settled exclusively by the Courts in Kapurthala alone.

Note: We may change / upgrade this policy at any time for operational, legal or regulatory reasons. The revised policy shall be made available on the website. You are requested to regularly visit the website to view the most current terms contained in this policy. Your continued use of the website, following such changes, will constitute your acceptance of those changes in the policy. If you have any queries, please contact us at:

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