

## TOS-E-Commerce Website

### Terms & Conditions

This is a legally binding agreement between you and RAMARA ENTERPRISE PRIVATE LIMITED with its affiliates (“Ramara Enterprise” “Website Owner” or “we” or “us” or “our”) and you (“you” or “your”). Please read the Website owner’s Terms of Service (“ToS”) available at the <https://ramarafarms.com> (“Site”) before using the Services. The Contract applies to Ramara Enterprise’s affiliated websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and any other related services accessible through our Site or linked to these ToS (collectively referred to as the “Services”). It also covers any information, text, links, graphics, photos, videos, or other materials uploaded, downloaded, or displayed on the Services (collectively known as “Content”). Your access to and use of the Ramara Enterprise’s Site and Services is conditioned on your acceptance of and compliance with these ToS.

These ToS govern the use of the Service rendered by Ramara Enterprise and the agreement that operates between you and Ramara Enterprise. These ToS regulate your access to and usage of Ramara Enterprise’s services available through the Site. These ToS set out the rights and obligations of all users regarding the use of the Service. These Terms of Service apply to all visitors, users and others who access or use the Service.

Your access to and use of Ramara Enterprise’s Site and Service is also conditioned on your acceptance of and compliance with the Privacy Policy of Ramara Enterprise. Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of your personal information when you use the Ramara Farm’s Site and Services.

#### I. Definition

- a. **"Account"**: A unique user identification created on the Website that allows the User to access certain features, purchase Goods, and manage orders and personal information.
- b. **"Agreement"**: Refers collectively to these Terms and Conditions, including all amendments, modifications, and supplemental agreements thereto, as well as the Privacy Policy, Return Policy, Shipping Policy, and any other policies or documents referenced herein.
- c. **"Content"**: Any information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials uploaded, posted, emailed, transmitted, or otherwise made available through the Website by the Company or its Users.

- d. **"Goods"**: The products, items, or merchandise offered for sale on the Website, including physical goods, digital goods, and services.
- e. **"Intellectual Property"**: All trademarks, service marks, trade names, logos, designs, copyrights, patents, trade secrets, know-how, and other intellectual property rights, whether registered or unregistered, owned or licensed by the Company, including all modifications, improvements, and derivative works thereof.
- f. **"Order"**: A formal request by the User to purchase Goods from the Website, which becomes binding once accepted by the Company.
- g. **"Payment Method"**: Any method of payment accepted by the Company for the purchase of Goods, including but not limited to credit cards, debit cards, electronic bank transfers, digital wallets, and third-party payment processors.
- h. **"Personal Information"**: Information that identifies, relates to, describes, or could reasonably be linked, directly or indirectly, with a particular individual or household, as defined by applicable data protection laws.
- i. **"Privacy Policy"**: The document that outlines how the Company collects, uses, discloses, and protects Personal Information, as published on the Website.
- j. **"Return Policy"**: The guidelines and procedures for returning Goods purchased on the Website, including the conditions under which refunds, exchanges, or store credits may be issued.
- k. **"Service"**: The use of the Website, including the ability to browse, search for, and purchase Goods, as well as any additional features, functionalities, or content provided by the Company.
- l. **"Shipping Policy"**: The guidelines and procedures for the shipment and delivery of Goods purchased on the Website, including shipping methods, costs, and estimated delivery times.
- m. **"Site"**: Refers to the Website, all its pages, content, and resources, as well as any related mobile applications, subdomains, and any other associated websites operated by the Company.
- n. **"Terms and Conditions" or "Terms"**: Refers to these Terms and Conditions, as amended from time to time, which govern the User's use of the Website and purchase of Goods.
- o. **"Third-Party Services"**: Any products, services, content, or websites provided by a third party that may be linked to, integrated with, or otherwise made available through the Website, including payment processors, shipping carriers, and social media platforms.
- p. **"User"**: Any person, individual, or entity who accesses, browses, or uses the Website, whether or not they create an Account, including but not limited to customers, visitors, and subscribers.
- q. **"User-Generated Content"**: Any content, materials, or information that a User submits, posts, uploads, or otherwise provides to the Website, including reviews, comments, feedback, images, and videos.

- r. **"Website"**: The online platform owned and operated by the Company at <https://ramarafarms.com>, including all its pages, services, and associated content, through which the Company offers Goods for sale and provides information to Users.
- s. **"You" or "Your"**: Refers to the User, whether an individual or entity, accessing or using the Website and agreeing to be bound by these Terms.

## **II. Use of Website**

### **1. Registration and Account Responsibility**

- 1.1 To access and use the services provided by Ramara Enterprise (the "Services"), you are required to provide accurate, current, and complete information during the registration process and maintain the accuracy of such information thereafter.
- 1.2 You are solely responsible for all activities that occur under your registered account. You agree to notify Ramara Enterprise immediately upon becoming aware of any unauthorized use of your account or any other breach of security.

### **2. Accuracy of Information and Materials**

- 2.1 Ramara Enterprise, including any third parties, does not warrant or guarantee the accuracy, timeliness, performance, completeness, or suitability of the information and materials provided on this website or through the Services for any specific purpose.
- 2.2 You acknowledge that such information and materials may contain inaccuracies or errors, and to the fullest extent permitted by law, Ramara Enterprise expressly excludes any liability for such inaccuracies or errors.

### **3. Independent Assessment**

- 3.1 You agree that your use of the Services and the website is at your own risk and discretion.
- 3.2 It is your responsibility to independently assess and ensure that the Services meet your specific requirements.

### **4. Intellectual Property Rights**

- 4.1 All content available on the Website and provided through the Services, including but not limited to text, graphics, logos, images, and software, is the exclusive property of Ramara Enterprise or its licensors.
- 4.2 You have no right or claim to any intellectual property rights, title, or interest in any such content.
- 4.3 Any unauthorized use, reproduction, or distribution of the content is strictly prohibited and may result in legal action.

### **5. Unauthorized Use and Legal Consequences**

- 5.1 You acknowledge that any unauthorized use of the Website or the Services, including but not limited to unauthorized access, misuse of information, or any other

violation of these Terms, may lead to legal action by Ramara Enterprise in accordance with applicable laws.

5.2 Ramara Enterprise reserves the right to seek all available legal remedies for such violations.

## **6. Compliance with Laws**

6.1 You agree not to use the Website or Services for any purpose that is unlawful, illegal, or prohibited by these Terms, or by Indian or local laws applicable to you.

6.2 Any breach of this provision may result in the termination of your access to the Services and possible legal action.

## **7. Third-Party Links and External Websites**

7.1 The Website and Services may contain links to third-party websites.

7.2 Upon accessing these third-party websites, you acknowledge that you will be governed by the terms of use, privacy policies, and other applicable policies of such websites.

7.3 Ramara Enterprise does not endorse or assume any responsibility for the content, accuracy, or practices of any third-party sites.

## **8. Binding Nature of Transactions**

8.1 By initiating any transaction to avail of the Services, you acknowledge and agree that you are entering into a legally binding and enforceable contract with Ramara Enterprise.

8.2 You agree to comply with all applicable terms and conditions during the transaction process.

## **9. Service Refusal and Website Modifications**

9.1 Ramara Enterprise reserves the right, in its sole discretion, to refuse service at any time for any lawful reason without prior notice.

9.2 Ramara Enterprise also reserves the right to withdraw, modify, or amend the Website, including any service or material provided on the Website, at its discretion.

9.3 Where required by law, reasonable notice will be provided to users by appropriate means.

## **10. Website Availability and Access Restrictions**

### **10.1 No Guarantee of Availability**

Ramara Enterprise strives to ensure that the Website and Services are available at all times. However, Ramara Enterprise does not guarantee that the Website, or any content on it, will always be available, accessible, uninterrupted, timely, or error-free. Access to the Website may be temporarily suspended without notice in the case of system failure, maintenance, repairs, or for any reasons beyond our control, including but not limited to acts of God, natural disasters, network failures, or other force majeure events.

**10.2 Planned Maintenance and Updates:**

From time to time, Ramara Enterprise may perform maintenance or updates on the Website, which may result in temporary interruptions of service. While we aim to minimize disruptions, we do not warrant that access will not be interrupted during such periods. Where possible, we will provide advance notice of such maintenance or updates.

**10.3 Access Restrictions:**

Ramara Enterprise reserves the right to restrict access to certain parts of the Website, or the entire Website, including to registered users, at our sole discretion. Such restrictions may be imposed without prior notice and for any reason, including but not limited to security concerns, breach of these Terms, legal obligations, or other business considerations.

**10.4 Data Loss and Service Interruptions:**

Ramara Enterprise shall not be liable for any loss or damage caused by your inability to access the Website, including but not limited to loss of data, missed transactions, or business interruptions, whether or not such losses or damages were foreseeable. It is your responsibility to ensure that you have sufficient backup of your data and to take necessary precautions against possible interruptions.

**10.5 Disclaimer of Warranties:**

TO THE FULLEST EXTENT PERMITTED BY LAW, RAMARA ENTERPRISE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE WEBSITE AND ALL SERVICES PROVIDED THEREIN ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND.

**10.6 Liability for Downtime:**

TO THE EXTENT PERMITTED BY LAW, RAMARA ENTERPRISE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE WEBSITE, INCLUDING ANY INTERRUPTIONS, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR LINE OR SYSTEM FAILURE, EVEN IF RAMARA ENTERPRISE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10.7 Third-Party Service Providers:**

The Website may rely on third-party service providers for hosting, maintenance, or other services. Ramara Enterprise shall not be held responsible for any interruptions or

disruptions caused by such third-party services. Additionally, we are not liable for any issues arising from your use of such third-party services linked through our Website.

#### **10.8 User Responsibility:**

You are responsible for ensuring that all persons who access the Website through your internet connection or registered account are aware of these Terms and comply with them. You agree that you will not bypass or attempt to bypass any measures that Ramara Enterprise may use to prevent or restrict access to the Website.

#### **10.9 No Liability for Technological Issues:**

Ramara Enterprise does not guarantee that the Website will be secure, free from bugs or viruses, or free from any other technological issues that may affect your access or use. You are responsible for configuring your information technology, computer programs, and platform to access the Website. You should use your own virus protection software.

#### **10.10 Changes to the Website:**

Ramara Enterprise reserves the right to modify, suspend, or discontinue any part of the Website or the Services provided therein at any time, for any reason, and without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. Your continued use of the Website following any changes constitutes your acceptance of such changes.

### **11. Governing Law and Jurisdiction**

11.1 All disputes arising out of or in connection with these Terms shall be governed by and construed in accordance with the laws of India.

11.2 You agree to submit to the exclusive jurisdiction of the courts located in Tiruchirappalli, Tamil Nadu, for the resolution of any disputes arising out of or in connection with these Terms.

### **12. Communication and Notices**

12.1 All concerns, notices, or communications relating to these Terms must be directed to Ramara Enterprise using the contact information provided on the Website.

12.2 Ramara Enterprise will respond to such communications in accordance with its policies and applicable laws.

## **III. Order Placement**

## 1.Placing an Order:

You may place an order for products available on the Website by adding desired items to your cart. You may modify the contents of your cart at any time prior to finalizing your order. It is your responsibility to review the order for accuracy before proceeding to checkout.

## 2. Order Finalization

### 2.1 Binding Order:

Once you have completed the checkout process and submitted your order, it is considered final and binding. By placing an order, you are making an offer to purchase the products listed, subject to these Terms. Ramara Enterprise reserves the right to accept or reject your order at its sole discretion.

## 3. No Modifications After Order Placement

### 3.1 Irrevocable Orders:

After submitting your order, no changes or modifications can be made. This includes alterations to product quantities, delivery addresses, or payment methods. You acknowledge that once an order is placed, it is immediately processed for fulfillment.

## 4. Payment Obligations

### 4.1 Payment Terms:

By placing an order, you agree to pay all charges associated with the purchase, including product prices, taxes, shipping fees, and any additional costs. These Charges will be outlined at the time of order placement.

### 4.2 Payment Authorization:

You authorize Ramara Enterprise to charge the payment method provided during checkout for the full amount of the Charges. If payment cannot be processed, your order will not be confirmed, and Ramara Enterprise will not be obligated to fulfill it.

## 5. Order Confirmation and Invoice

### 5.1 Order Acknowledgment:

Upon successful payment, you will receive an order confirmation at the registered email address. This confirmation will include an invoice detailing the products purchased and the total amount charged. The order confirmation does not constitute acceptance of your order, which remains subject to review and product availability.

### 5.2 Order Acceptance:

Ramara Enterprise reserves the right to cancel any order prior to shipment if issues arise, including product availability, pricing errors, or other unforeseen circumstances. In such cases, you will be notified via email, and any payments made will be refunded promptly.

#### 5.3 Finalization of Transaction:

The contract for the purchase of products is finalized only upon the successful dispatch of the products. You will receive a shipment confirmation email, including tracking information, once your order has been dispatched.

### **Cancellation Return & Refund**

If there is any damage to the packaging on delivery, contact us immediately at [wecare@ramarafarms.com](mailto:wecare@ramarafarms.com). For More details please refer to our return/cancellation policy.