

Terms of Service

TERMS OF SERVICE

OVERVIEW

This website is operated by Pole to win India Private Limited (“**Company**”). Throughout the website, the terms “we”, “us” and “our” refer to the Company. The Company offers this website “www.orangerock.com” including all information, tools and services available from this website to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our website and/ or purchasing something from our website, you engage in our “**Service**” and agree to be bound by the following terms and conditions (“**Terms of Service**”, “**Terms**”), including those additional terms and conditions and policies referenced herein and/ or available by hyperlink. These Terms of Service apply to all users of the website, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the website, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this Terms of Service, then you may not access the website or use any Services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/ or changes to our website without any prior notice to you. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least 18 (eighteen) years of age and you have given us your consent to allow any of your minor dependents to use this website.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not

limited to Intellectual Property laws).

You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse Service to anyone for any reason at any time.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the Service is provided, without express written permission by us. The headings used in this Terms of Service are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this website is not accurate, complete or current. The material on this website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this website is at your own risk. This website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this website at any time, but we have no obligation to update any information on our website. You agree that it is your responsibility to monitor changes to our website.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices of the products sold on our website are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy available at ["Return policy link"](#)

We have made every effort to display as accurately as possible the colours and images of the products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of the products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or Services offered through our website. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or Service made on this website is void where prohibited.

We do not warrant that the quality of any products, Services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place on the website. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. In case you fail to provide us with accurate/ updated data, we shall not be responsible for the same and you shall be responsible to us for any loss/ damages that may be faced by us in this regard.

For more detail, please review our Returns Policy available at ["https://orangerock.com"](https://orangerock.com).

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control or input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website

(including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this website may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction.

Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any person's Intellectual Property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy available at "https://orangerock.com/pdf/Privacy_Policy.pdf"

SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our website or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice or liability to you (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the website or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our Intellectual Property Rights or the Intellectual Property Rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the internet. We reserve the right to terminate your use of the Service or any related website for involving in any of the prohibited uses mentioned herein or under any applicable law for the time being in force.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice or any liability to you.

You expressly agree that your use of, or inability to use, the Service is at your sole risk. All the products and Services delivered to you through the website/ store (except as expressly stated by us) is provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall the Company, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Service or any products procured using the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility.

Notwithstanding anything to the contrary contained in these Terms, under no circumstances whatsoever shall:

we be responsible for any products or Services provided by our contractors, suppliers, partners, service providers or any third parties through our website/ store and you shall have remedy for any loss/ damage caused to you only from such contractors, suppliers, partners, service providers or any third parties, as the case may be, without any liability or responsibility on our part; and

our aggregate liability to you for any loss/ damage/ demand/ costs arising hereunder, exceed the payment made by you towards the purchase of the particular product/ Services in respect of which the liability arises.

Additionally, because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless the Company and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors,

service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 – INTELLECTUAL PROPERTY

We, our suppliers and service providers expressly reserve all Intellectual Property Rights in all Intellectual Property which appear on the products/ Services/ website. Access to or use of the products/ Services/ website does not confer and should not be considered as conferring upon anyone any license to our or any third party owned Intellectual Property Rights. Any use of the products/ Services/ website, including copying or storing it or them in whole or part is prohibited without our permission.

For the purpose of these Terms of Service,

“Intellectual Property Rights” shall mean and include the right(s) in and to Intellectual Property (as defined below), any other right(s) and all ancillary and underlying rights subsisting under the applicable laws for the full period thereof and all extensions/ renewals thereof, and all applications for registration in connection with the foregoing; and

“Intellectual Property” shall mean any and all intellectual and industrial property throughout the world, whether or not now existing and whether or not registered or registrable, owned by a person, or to which any person is entitled by virtue of long established use, such as patent(s), copyright(s) (including rights in the nature of or analogous to copyright), trademark(s) (including their associated names and service marks) or trade secret(s), applicable to: (a) processes, specifications, methodologies, procedures and trade secrets; (b) software, tools and machine-readable texts and files; and (c) literary works or other work of authorship, including documentation, reports, drawings (including diagrams, maps, charts, plans), posters, wall papers, screen savers, graphics, designs, logos, slogan, text, artwork, title, audio and/ or video recordings/ clips, scripts and other written documentation, photographs, business names, graphics, computer generated material, computer program/ programmes, tables, compilations, computer databases or other computer generated material and any and all musical work, dramatic work, artistic work, work in relation to us.

SECTION 16 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be

deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 17 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms of Service for all purposes.

These Terms of Service are effective unless and until terminated by either you or us in accordance with the terms stated herein. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our website.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate these Terms of Service with you at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 18 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

SECTION 19: PAYMENTS

You may make the payments for your orders using various payment methods made available on the website which may include, credit card, debit cards, or third-party wallets. The payments on website are facilitated by a third-party payment gateway and the terms and conditions of such third party payment gateway shall be applicable to the payments made on the website. The Company shall not be responsible for any errors, delay or failure of payments which are attributable to the third party payment gateway.

SECTION 20 - GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of India

without giving effect to principles of conflict of laws thereof, regardless of the place of making or performance. The parties subject themselves to the exclusive jurisdiction of the courts at Bengaluru, India.

SECTION 21 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this website.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website without any notification to you. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 22 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at support@orangerock.com
