



IMPORTANT NOTICE: LEGALLY BINDING AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

BY CLICKING “I AGREE”, CHECKING THE CONSENT BOX, OR PROCEEDING WITH A BOOKING THROUGH THE APPLICATION, YOU (AS DEFINED BELOW) EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND VOLUNTARILY AGREED TO BE LEGALLY BOUND BY THE TERMS HEREIN.

THIS AGREEMENT INCLUDES A WAIVER OF SUBSTANTIAL LEGAL RIGHTS, INCLUDING YOUR RIGHT TO INITIATE LEGAL PROCEEDINGS OR CLAIM DAMAGES AGAINST AKSHAYAKALPA EXCEPT AS EXPRESSLY PROVIDED UNDER APPLICABLE LAW.

1. DEFINITIONS AND INTERPRETATION

For the purposes of this Agreement:

- **“Company” / “Akshayakalpa”** shall mean *Akshayakalpa Farms and Foods Private Limited*, including its affiliates, subsidiaries, group entities, directors, officers, employees, consultants, agents, representatives, contractors, landowners, licensors, and assigns.
- **“Visitor”** shall mean any individual who books, accesses, participates in, or is present at a farm visit, including the primary user, accompanying guests, invitees, dependents, and minors.
- **“Farm Premises”** shall include all operational dairy farms, regenerative agriculture sites, training centres, pathways, parking areas, visitor zones, and any ancillary infrastructure owned, leased, or operated by Akshayakalpa.
- **“Farm Visit”** shall mean any physical visit, tour, interaction, demonstration, or experience conducted at the Farm Premises.
- **“App”** refers to the Akshayakalpa mobile or web-based application facilitating bookings.

2. ACCEPTANCE, VALIDITY, AND ELECTRONIC CONSENT

2.1 The Visitor expressly agrees that this Agreement constitutes a valid and binding electronic contract under the provisions of the **Information Technology Act, 2000**, and applicable Indian contract law.

2.2 The act of clicking “I Agree”, checking the consent box, or proceeding with payment shall constitute:

- Free, informed, specific, and unconditional consent.
- A legally enforceable electronic signature.
- Acceptance on behalf of all accompanying individuals.

2.3 The Visitor confirms that they have the legal capacity to enter into this Agreement and, where applicable, authority to bind minors and accompanying persons.

3. NATURE OF FARM VISIT AND ASSUMPTION OF RISK

3.1 The Visitor acknowledges that the Farm Premises is a fully operational agricultural and dairy environment, and not a controlled recreational facility.

3.2 The Visitor expressly understands and agrees that participation involves inherent, obvious, latent, and unforeseeable risks, including but not limited to:

(a) Animal-Related Risks

- Unpredictable behaviour of livestock including cows, calves, bulls, goats, poultry, and domestic animals;
- Risks of kicking, biting, scratching, trampling, pushing, or sudden movement;
- Transmission of zoonotic conditions, allergens, or infections.

(b) Terrain and Infrastructure Risks

- Uneven ground, loose gravel, mud, wet flooring, dung presence, open drains, pits, irrigation channels;
- Slippery surfaces due to water, organic matter, or weather conditions;
- Temporary or semi-permanent structures.

(c) Environmental and Biological Risks

- Exposure to insects, reptiles, rodents, bees, pollen, dust, and organic matter;
- Heat exposure, dehydration, rainfall, or extreme weather;
- Allergic reactions or respiratory discomfort.

(d) Equipment and Operational Risks

- Presence and movement of tractors, milking machines, feed mixers, electrical installations, and farm tools;
- Risk from automated systems or electrified fencing.

3.3 The Visitor voluntarily and knowingly assumes all such risks, whether foreseen or unforeseen, and accepts full personal responsibility.

4. COMPREHENSIVE WAIVER, RELEASE, AND DISCHARGE

4.1 To the maximum extent permitted under applicable Indian law, the Visitor hereby irrevocably:

- Waives,
- Releases, and
- Discharges

Akshayakalpa from any and all claims, liabilities, demands, damages, costs, or causes of action arising out of or related to:

- Personal injury, bodily harm, illness, disability, or death;

- Animal-inflicted injuries including scratches, bites, kicks, or allergic reactions;
- Property damage, theft, or loss;
- Emotional distress or consequential damages;
- Any act, omission, negligence (including passive negligence), or operational condition of the Farm Premises.

4.2 This waiver applies irrespective of whether the alleged liability arises in contract, tort, strict liability, or otherwise, except in cases of wilful misconduct or gross negligence as determined by a competent court.

5. INDEMNIFICATION AND DEFENCE

5.1 The Visitor agrees to indemnify, defend, and hold harmless Akshayakalpa against any claims, proceedings, liabilities, damages, penalties, or expenses (including legal fees) arising from:

- Breach of this Agreement;
- Violation of safety rules;
- Acts or omissions of the Visitor or accompanying persons;
- Claims brought by third parties, including minors.

6. MINORS AND DEPENDENTS

6.1 The Visitor represents that they are the lawful guardian or authorised representative of all minors accompanying them.

6.2 The Visitor assumes absolute responsibility, supervision, and liability for minors at all times.

6.3 The Visitor agrees that:

- This Agreement binds minors fully;
- The waiver and indemnity provisions extend to minors;
- Failure to supervise minors constitutes material breach.

7. MEDICAL CONSENT AND DISCLAIMER

7.1 The Visitor authorises Akshayakalpa to administer basic first aid and arrange emergency medical assistance if required.

7.2 The Visitor acknowledges that:

- Akshayakalpa is not a medical service provider;
- No medical liability shall arise from assistance rendered in good faith.

7.3 All medical, hospitalisation, and transportation costs shall be borne solely by the Visitor.

8. CODE OF CONDUCT AND SAFETY COMPLIANCE

The Visitor agrees to strictly adhere to all safety norms, including:

- Remaining within designated visitor zones;
- Following all verbal and written instructions;
- Not provoking, chasing, or feeding animals without supervision;
- Maintaining continuous supervision of minors;
- Refraining from intoxication, misconduct, or disruptive behaviour.

Non-compliance may result in immediate removal without refund and potential legal action.

9. SURVEILLANCE, MEDIA CONSENT, AND INTELLECTUAL PROPERTY

9.1 The Visitor acknowledges that the Farm Premises may be under CCTV surveillance for safety and evidentiary purposes.

9.2 The Visitor grants Akshayakalpa a royalty-free, perpetual, worldwide license to use photographs, videos, or recordings captured during the visit for promotional or training purposes, unless expressly opted out in writing.

9.3 All intellectual property relating to farm processes, systems, and materials remains the exclusive property of Akshayakalpa.

10. DATA PRIVACY AND DIGITAL CONSENT

10.1 Personal data collected via the App shall be processed in accordance with applicable Indian data protection laws, including the Digital Personal Data Protection Act, 2023 (DPDP Act).

10.2 Data may be used for:

- Booking management;
- Safety and incident documentation;
- Legal compliance and dispute resolution.

11. FORCE MAJEURE

Akshayakalpa shall not be liable for cancellation, delay, or modification of visits due to events beyond reasonable control, including natural disasters, disease outbreaks, regulatory restrictions, labour disruptions, or equipment failure.

12. LIMITATION OF LIABILITY

To the fullest extent permissible under law, Akshayakalpa's total liability (if any) shall not exceed the amount paid by the Visitor for the Farm Visit.

13. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 This Agreement shall be governed by the laws of India.

14.2 All disputes shall be subject to the exclusive jurisdiction of courts in Bengaluru, Karnataka.

14.3 Akshayakalpa reserves the right to seek injunctive or equitable relief in any competent forum.

15. ENTIRE AGREEMENT AND MODIFICATION

This Agreement constitutes the entire understanding between the parties and supersedes all prior communications. Akshayakalpa reserves the right to modify these Terms at any time, with updated versions binding upon publication in the App.