

Terms of Use

Effective Date: November 2025

Welcome to <u>The Bella Creek Farms</u>' official website (the "Site"). By accessing or using this Site, you agree to be bound by these Terms of Use ("Terms"). Please read them carefully before using the Site. If you do not agree with any part of these Terms, please discontinue use immediately.

These Terms govern your access to and use of all content, features, and services provided by **The Bella Creek Farms** ("we," "our," or "us").

1. Acceptance of Terms

By accessing or using this Site, you acknowledge that you have read, understood, and agreed to comply with these Terms and all applicable laws and regulations. The Bella Creek Farms reserves the right to modify or update these Terms at any time without prior notice. Changes will take effect once posted on this page. Continued use of the Site constitutes your acceptance of any revised Terms.

2. Intellectual Property Rights

The Bella Creek Farms OPC ("TBCFOPC") reserves the right, in its sole discretion at any time, to change, delete, or add any provision in these Terms without notice to you. Nonetheless, the effective date of these changes will be posted on the Site. TBCFOPC reserves the sole right to modify or discontinue the Site, including but not limited to any of the Site features, at any time without notice to you. TBCFOPC will not be liable to you or any third party should we exercise this right. Any new features that enlarge or enhance the then-current services on this Site shall also be subject to these Terms.

This is the registered trademark, or service mark of TBCFOPC or its Affiliates: The Bella Fruits Philippines, The Bella Creek Farms Philippines and any other trademarks registered under the collectively referred to as the "The Bella Creek Marks", as well as any other marks on this web site or used or registered by TBCFOPC or its Affiliates from time to time anywhere in the world. All custom graphics, logos, icons, and service names are registered trademarks or service marks of TBCFOPC or its Affiliates. All other trademarks or service marks are the property of their respective owners. Nothing in these Terms grants you any right to use any The Bella Creek Marks, and/or the name of TBCFOPC or its Affiliates without the prior written consent of The Bella Creek Farms OPC or such third party that may own the Marks.

3. Website Use and Restrictions

You agree to use the Site only for lawful purposes. You **should not**:

- Post or transmit any false, misleading, or unlawful content;
- Attempt to gain unauthorized access to the Site or its related systems;
- Use the Site in a manner that could damage, disable, or impair its functionality;
- Copy, reverse engineer, or exploit any part of the Site for commercial gain.

We reserve the right to restrict or terminate access to users who violate these Terms or applicable laws.

4. Privacy and Data Protection

Your use of the Site is also governed by our <u>Privacy Policy</u>, which explains how we collect, use, and protect personal information in compliance with the **Philippine Data Privacy Act** (**DPA**) and the **EU General Data Protection Regulation (GDPR)**.

While <u>The Bella Creek Farms</u> does not maintain an EU representative, we handle data from EU residents in good faith and uphold GDPR-aligned practices where applicable.

By using this Site, you consent to the collection and processing of your personal information as outlined in our Privacy Policy.

5. Cookies and Tracking Technologies

Our website uses cookies to improve performance, personalize your experience, and analyze traffic. By continuing to browse the Site, you agree to our use of cookies as described in the Privacy Policy.

You may disable cookies at any time through your browser settings, but certain features of the Site may not function properly as a result.

6. Third-Party Links and Content

This Site may contain links to third-party websites or services that are not owned or controlled by <u>The Bella Creek Farms</u>. We are not responsible for the availability, accuracy, or content of such external sites, nor for any damage or loss arising from your use of them.

We encourage you to review the terms and privacy policies of any third-party websites you visit.

7. Disclaimer of Warranties

<u>The Bella Creek Farms</u> provides this Site and its content on an "as is" and "as available" basis. We make no warranties, express or implied, regarding the accuracy, reliability, or completeness of the Site's content or the availability of our services.

We disclaim all warranties of merchantability, fitness for a particular purpose, and non-infringement. You use the Site at your own risk.

8. Limitation of Liability

To the fullest extent permitted by law, <u>The Bella Creek Farms</u>, its officers, employees, and affiliates shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from your use of or inability to use this Site.

This includes, without limitation, damages for loss of data, profits, or goodwill, even if we have been advised of the possibility of such damage.

9. Indemnification

You agree to indemnify and hold harmless <u>The Bella Creek Farms</u>, its affiliates, and employees from and against any claims, damages, liabilities, or expenses (including legal fees) arising from your use of the Site, violation of these Terms, or infringement of any third-party rights.

10. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the **Republic** of the **Philippines**, without regard to its conflict of law principles. Any dispute arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the competent courts in **Quezon City**, **Philippines**.

11. Contact Information

If you have questions or concerns about these Terms of Use, please contact us at:

The Bella Creek Farms

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