

TERMS AND CONDITIONS

I. Acceptance of terms

Thank you for using go4food. These Terms of Service (the "Terms") are intended to make you aware of your legal rights and responsibilities with respect to your access to and use of the go4food website at go4food.online (the "Site") and any related mobile or software applications ("go4food Platform") including but not limited to delivery of information via the website whether existing now or in the future that link to the Terms (collectively, the "Services").

These Terms are effective for all existing and future go4food customers, including but without limitation to users having access to 'restaurant business page' to manage their claimed business listings.

Please read these Terms carefully. By accessing or using the go4food Platform, you are agreeing to these Terms and concluding a legally binding contract with go4food. You may not use the Services if you do not accept the Terms or are unable to be bound by the Terms. Your use of the go4food Platform is at your own risk, including the risk that you might be exposed to content that is objectionable, or otherwise inappropriate.

In order to use the Services, you must first agree to the Terms. You can accept the Terms by:

- Clicking to accept or agree to the Terms, where it is made available to you by go4food in the user interface for any particular Service; or
- Actual using the Services. In this case, you understand and agree that go4food will treat your use of the Services as acceptance of the Terms from that point onwards.

II. Definitions

- **Customer**

"Customer" or "You" or "Yourself" refers to you, as a customer of the Services. A customer is someone who accesses or uses the Services for the purpose of sharing, displaying, hosting, publishing, transacting, or uploading information or views or pictures and includes other persons jointly participating in using the Services including without limitation a user having access to 'restaurant business page' to manage claimed business listings or otherwise.

- **Content**

"Content" will include (but is not limited to) reviews, images, photos, audio, video, location data, nearby places, and all other forms of information or data. "Your content" or "Customer Content" means content that you upload, share or transmit to, through or in connection with the Services, such as likes, ratings, reviews, images, photos, messages, chat communication, profile information, or any other materials that you publicly display or displayed in your account profile. "go4food Content" means content that go4food creates and make available in connection with the Services including, but not limited to, visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate ratings, reports and other usage-related data in connection with activities associated with your account and all other elements and components of the Services excluding Your Content and Third-party Content. "Third Party Content" means content that comes from parties other than go4food or its customers and is available on the Services.

- **Restaurant(s)**

"Restaurant" means the restaurants listed on go4food Platform.

III. Eligibility to use the services

1. You hereby represent and warrant that you are at least eighteen (18) years of age or above and are fully able and competent to understand and agree the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms.
2. Compliance with Laws. You are in compliance with all laws and regulations in the country in which you live when you access and use the Services. You agree to use the Services only in compliance with these Terms and applicable law, and in a manner that does not violate our legal rights or those of any third parties.

IV. Changes to the terms

Go4food may vary or amend or change or update these Terms, from time to time entirely at its own discretion. You shall be responsible for checking these Terms from time to time and ensure continued compliance with these Terms. Your use of go4food Platform after any such amendment or change in the Terms shall be deemed as your express acceptance to such amended/changed terms and you also agree to be bound by such changed/amended Terms.

V. Provision of the services being offered by go4food

1. Go4food is constantly evolving in order to provide the best possible experience and information to its customers. You acknowledge and agree that the form and nature of the Services which go4food provides, may require affecting certain changes in it, therefore, go4food reserves the right to suspend/cancel, or discontinue any or all products or services at any time without notice, make modifications and alterations in any or all of its contents, products and services contained on the site without any prior notice.
2. We, the software, or the software application store that makes the software available for download may include functionality to automatically check for updates or upgrades to the software. Unless your device, its settings, or computer software does not permit transmission or use of upgrades or updates, you agree that we, or the applicable software or software application store, may provide notice to you of the availability of such upgrades or updates and automatically push such upgrade or update to your device or computer from time-to-time. You may be required to install certain upgrades or updates to the software in order to continue to access or use the Services, or portions thereof (including upgrades or updates designed to correct issues with the Services). Any updates or upgrades provided to you by us under the Terms shall be considered part of the Services.
3. You acknowledge and agree that if go4food disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content, which is contained in your account.
4. You acknowledge and agree that while go4food may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services, go4food may set such fixed upper limits at any time, at go4food's discretion.
5. In our effort to continuously improve the go4food Platform and Services, we undertake research and conduct experiments from time to time on various aspects of the Services and offerings, including our apps, websites, user interface and promotional campaigns. As a result of which, some Customers may experience features differently than others at any given time. This is for making the go4food Platform better, more convenient and easy to use, improving Customer experience, enhancing the safety and security of our services and offerings and developing new services and features.
6. By using go4food Services you agree to the following disclaimers:
 - The Content on these Services is for informational purposes only. Go4food disclaims any liability for any information that may have become outdated since the last time the particular piece of information was updated. Go4food reserves the right to make changes and corrections to any part of the Content on these Services at any time without prior notice. Go4food does not guarantee the quality of the Goods, the prices listed in menus or the availability of all menu items at any Restaurant/Merchant. Unless

stated otherwise, all pictures and information contained on these Services are believed to be owned by or licensed to go4food. Please email a takedown request (by using the "Contact Us" link on the home page) to the webmaster if you are the copyright owner of any Content on these Services and you think the use of the above material violates Your copyright in any way. Please indicate the exact URL of the webpage in your request. All images shown here have been digitized by go4food. No other party is authorized to reproduce or republish these digital versions in any format whatsoever without the prior written permission of go4food.

- Any certification, licenses or permits ("Certification") or information in regard to such Certification that may be displayed on the Restaurant's listing page on the go4food Platform is for informational purposes only. Such Certification is displayed by go4food on an 'as available' basis that is provided to go4food by the Restaurant partner(s)/Merchant(s). go4food does not make any warranties about the validity, authenticity, reliability and accuracy of such Certification or any information displayed in this regard. Any reliance by a Customer upon the Certification or information thereto shall be strictly at such Customer's own risk and go4food in no manner shall assume any liability whatsoever for any losses or damages in connection with the use of this information or for any inaccuracy, invalidity or discrepancy in the Certification or non-compliance of any applicable local laws or regulations by the Restaurant partner/Merchant.
- 7. go4food reserves the right to charge a subscription and/or membership fee and/or any other charge from Customers, in respect of any product or service on the go4food Platform anytime in future.
- 8. go4food may from time to time introduce referral and/or incentive-based programs for its Customers (Program). These Program(s) may be governed by their respective terms and conditions. By participating in the Program, Customers are bound by the Program terms and conditions as well as the go4food Platform terms. Further, go4food reserves the right to terminate / suspend the Customer's account and/or credits / points earned and/or participation of the Customer in the Program if go4food determines in its sole discretion that the Customer has violated the rules of the Program and/or has been involved in activities that are in contravention of the Program terms and/or go4food Platform terms or has engaged in activities which are fraudulent / unlawful in nature. Furthermore, go4food reserves the right to modify, cancel and discontinue its Program without notice to the Customer.

VI. Use of services by you or Customer

1. go4food Customer Account Including 'Claim Your Business Listing' Access

a. You must create an account in order to use some of the features offered by the Services, including without limitation to 'claim your business listing' on the Services. Use of any personal information you provide to us during the account creation process is governed by our Privacy Policy. You must keep your password confidential and you are solely responsible for maintaining the confidentiality and security of your account, all changes and updates submitted through your account, and all activities that occur in connection with your account.

b. You may also be able to register to use the Services by logging into your account with your credentials from certain third party social networking sites (e.g., Facebook). You confirm that you are the owner of any such social media account and that you are entitled to disclose your social media login information to us. You authorize us to collect your authentication information, and other information that may be available on or through your social media account consistent with your applicable settings and instructions.

c. In creating an account and/or claiming your business' listing, you represent to us that all information provided to us in such process is true, accurate and correct, and that you will update your information as and when necessary in order to keep it accurate. If you are creating an account or claiming a business listing, then you represent to us that you are the owner or authorized agent of such business. You may not impersonate someone else, create or use an account for anyone other than yourself, provide an email address other than your own, create multiple accounts or business listings except as otherwise authorized by us, or provide or use false information to obtain access to a business' listing on the Services that you are not legally entitled to claim. You acknowledge that any false claiming of a business listing may cause go4food or third parties to incur substantial economic damages and losses for which you may be held liable and accountable.

d. You are also responsible for all activities that occur in your account. You agree to notify us immediately of any unauthorized use of your account in order to enable us to take necessary corrective action. You also agree that you will not allow any third party to use your go4food account for any purpose and that you will be liable for such unauthorized access.

e. By creating an account, you agree to receive certain communications in connection with go4food Platform or Services. For example, you might receive comments from other Customers or other Customers may follow the activity to do on your account. You can opt-out or manage your preferences regarding non-essential communications through account settings.

2. Others Terms

a. In order to connect you to certain restaurants, we provide value added telephony services through our phone lines, which are displayed on the specific restaurant listing page on the go4food Platform, which connect directly to restaurants' phone lines. We

record all information regarding this call including the voice recording of the conversation between you, and the restaurant (for internal billing tracking purposes and customer service improvement at the restaurant's end). If you do not wish that your information to be recorded in such a manner, please do not use the telephone services provided by go4food. You explicitly agree and permit go4food to record all this information when you avail the telephony services through the go4food provided phone lines on the go4food Platform.

b. You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

c. You agree to use the data owned by go4food (as available on the Services or through any other means like API etc.) only for personal use/purposes and not for any commercial use (other than in accordance with 'Claim Your Business Listing' access) unless agreed to by/with go4food in writing.

d. You agree not to access (or attempt to access) any of the Services by any means other than the interface that is provided by go4food, unless you have been specifically allowed to do so, by way of a separate agreement with go4food. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

e. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). You shall not delete or revise any material or information posted by any other Customer(s), shall not engage in spamming, including but not limited to any form of emailing, posting or messaging that is unsolicited.

VII. Content

1. Ownership of go4food Content and Proprietary Rights

a. We are the sole and exclusive copyright owners of the Services and our Content. We also exclusively own the copyrights, trademarks, service marks, logos, trade names, trade dress and other intellectual and proprietary rights throughout the world (the "IP Rights") associated with the Services and go4food Content, which may be protected by copyright, patent, trademark and other applicable intellectual property and proprietary rights and laws. You acknowledge that the Services contain original works and have been developed, compiled, prepared, revised, selected, and arranged by us and others through the application of methods and standards of judgment

developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of us and such others. You further acknowledge that the Services may contain information which is designated as confidential by go4food and that you shall not disclose such information without go4food's prior written consent.

b. You agree to protect go4food's proprietary rights and the proprietary rights of all others having rights in the Services during and after the term of this agreement and to comply with all reasonable written requests made by us or our suppliers and licensors of content or otherwise to protect their and others' contractual, statutory, and common law rights in the Services. You acknowledge and agree that go4food (or go4food's licensors) own all legal right, title and interest in and to the Services, including any IP Rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated as confidential by go4food and that you shall not disclose such information without go4food's prior written consent. Unless you have agreed otherwise in writing with go4food, nothing in the Terms gives you a right to use any of go4food's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

c. You agree not to use any framing techniques to enclose any trademark or logo or other proprietary information of go4food; or remove, conceal or obliterate any copyright or other proprietary notice or source identifier, including without limitation, the size, colour, location or style of any proprietary mark(s). Any infringement shall lead to appropriate legal proceedings against you at an appropriate forum for seeking all available/possible remedies under applicable laws of the country of violation. You cannot modify, reproduce, publicly display or exploit in any form or manner whatsoever any of the go4food's Content in whole or in part except as expressly authorized by go4food.

d. To the fullest extent permitted by applicable law, we neither warrant nor represent that your use of materials displayed on the Services will not infringe rights of third parties not owned by or affiliated with us. You agree to immediately notify us upon becoming aware of any claim that the Services infringe upon any copyright trademark, or other contractual, intellectual, statutory, or common law rights by following the instructions contained below in section XVI.

2. Your License to go4food Content

a. We grant you a personal, limited, non-exclusive and non-transferable license to access and use the Services only as expressly permitted in these Terms. You shall not use the Services for any illegal purpose or in any manner inconsistent with these Terms. You may use information made available through the Services solely for your personal, non-commercial use. You agree not to use, copy, display, distribute, modify,

broadcast, translate, reproduce, reformat, incorporate into advertisements and other works, sell, promote, create derivative works, or in any way exploit or allow others to exploit any of go4food Content in whole or in part except as expressly authorized by us. Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to the Services, go4food Content or our IP Rights.

b. Any violation by you of the license provisions contained in this Section may result in the immediate termination of your right to use the Services, as well as potential liability for copyright and other IP Rights infringement depending on the circumstances.

3. go4food License to Your or Customer Content

In consideration of availing the Services on the go4food Platform and by submitting Your Content, you hereby irrevocably grant go4food a perpetual, irrevocable, world-wide, non-exclusive, fully paid and royalty-free, assignable, sub-licensable and transferable license and right to use Your Content (including content shared by any business user having access to a 'restaurant business page' to manage claimed business listings or otherwise) and all IP Rights therein for any purpose including API partnerships with third parties and in any media existing now or in future. By "use" we mean use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, analyse, promote, commercialize, create derivative works, and in the case of third-party services, allow their users and others to do the same. You grant us the right to use the name or username that you submit in connection with Your Content. You irrevocably waive, and cause to be waived, any claims and assertions of moral rights or attribution with respect to Your Content brought against go4food or its Customers, any third-party services and their users.

4. Representations Regarding Your or Customer Content

a. You are responsible for Your Content. You represent and warrant that you are the sole author of, own, or otherwise control all of the rights of Your Content or have been granted explicit permission from the rights holder to submit Your Content; Your Content was not copied from or based in whole or in part on any other content, work, or website; Your Content was not submitted via the use of any automated process such as a script bot; use of Your Content by us, third party services, and our and any third party users will not violate or infringe any rights of yours or any third party; Your Content is truthful and accurate; and Your Content does not violate the Guidelines and Policies or any applicable laws

b. If Your Content is a review, you represent and warrant that you are the sole author of that review; the review reflects an actual dining experience that you had; you were not paid or otherwise remunerated in connection with your authoring or posting of the review; and you had no financial, competitive, or

other personal incentive to author or post a review that was not a fair expression of your honest opinion.

c. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. While we reserve the right to remove Content, we do not control actions or Content posted by our customers and do not guarantee the accuracy, integrity or quality of any Content. You acknowledge and agree that Content posted by Customers and any and all liability arising from such Content is the sole responsibility of the Customer who posted the content, and not go4food.

5. Content Removal

We reserve the right, at any time and without prior notice, to remove, block, or disable access to any Content that we, for any reason or no reason, consider to be objectionable, in violation of the Terms or otherwise harmful to the Services or our Customers in our sole discretion. Subject to the requirements of applicable law, we are not obligated to return any of Your Content to you under any circumstances. Further, the Restaurant reserves the right to delete any images and pictures forming part of Customer Content, from such Restaurant's listing page at its sole discretion.

6. Third Party Content and Links

a. Some of the content available through the Services may include or link to materials that belong to third parties, such as third-party reservation services or online food delivery/ordering. Please note that your use of such third-party services will be governed by the terms of service and privacy policy applicable to the corresponding third party. We may obtain business addresses, phone numbers, and other contact information from third party vendors who obtain their data from public sources.

b. We have no control over, and make no representation or endorsement regarding the accuracy, relevancy, copyright compliance, legality, completeness, timeliness or quality of any product, services, advertisements and other content appearing in or linked to from the Services. We do not screen or investigate third party material before or after including it on our Services.

c. We reserve the right, in our sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any portion of the content accessible on the Services. Where appropriate, we may in our sole discretion and without any obligation, verify any updates, modifications, or changes to any content accessible on the Services, but shall not be liable for any delay or inaccuracies related to such updates. You acknowledge and agree that go4food is not responsible for the availability of any such external sites or resources, and does not endorse any

advertising, products or other materials on or available from such web sites or resources.

d. Third party content, including content posted by our customers, does not reflect our views or that of our parent, subsidiary, affiliate companies, branches, employees, officers, directors, or shareholders. In addition, none of the content available through the Services is endorsed or certified by the providers or licensors of such third-party content. We assume no responsibility or liability for any of Your Content or any third-party content.

e. You further acknowledge and agree that go4food is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources. Without limiting the generality of the foregoing, we expressly disclaim any liability for any offensive, defamatory, illegal, invasive, unfair, or infringing content provided by third parties.

7. Customer Reviews

a. Customer reviews or ratings for Restaurants do not reflect the opinion of go4food. go4food receives multiple reviews or ratings for Restaurants by Customers, which reflect the opinions of the Customers. It is pertinent to state that each and every review posted on go4food is the personal opinion of the Customer/reviewer only. Go4food is a neutral platform, which solely provides a means of communication between Customers/reviewers including Customers or restaurant owners or representatives with access to restaurant business page. The advertisements published on the go4food Platform are independent of the reviews received by such advertisers.

b. We are a neutral platform and we don't arbitrate disputes, however in case if someone writes a review that the restaurant does not consider to be true, the best option for the restaurant representative would be to contact the reviewer or post a public response in order to clear up any misunderstandings. If the Restaurant believes that any particular go4food.online Customer's review violates any of the go4food's policies, the restaurant may write to us at go4food.online and bring such violation to our attention. Go4food may remove the review in its sole discretion if review is in violation of the Terms, or content guidelines and policies or otherwise harmful to the Services

