



Terms Of Service

Last updated February 14, 2023

I. Acceptance of terms

Thank you for using Foodorich. 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 Foodorich website at www.foodorich.com (the "Site") and any related mobile or software applications ("Foodorich Platform") including but not delivery services opc private 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 Foodorich 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 Foodorich Platform, you are agreeing to these Terms and concluding a legally binding contract with Foodorich Delivery services opc private limited (formerly known as Foodorich Private Delivery services opc private limited and Foodorich Media Private Delivery services opc private limited) and/or its affiliates (excluding Foodorich Foods Private Delivery services opc private limited) (hereinafter collectively referred to as "Foodorich"). 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 Foodorich 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 Foodorich in the user interface for any particular Service; or
- Actually using the Services. In this case, you understand and agree that Foodorich will treat your use of the Services as acceptance of the Terms from that point onwards.

II. Definitions

- **Customer:** "Customer" or "You" or "Your" 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 delivery services opc private 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. "Foodorich Content" means content that Foodorich creates and make available in connection with the Services including, but not delivery services opc private 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 Foodorich or its Customers, such as Restaurant Partners and is available on the Services.
- **Restaurant(s):** "Restaurant" means the restaurants listed on Foodorich Platform.

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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 party(ies).

IV. Changes to the terms

- Foodorich 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 Foodorich 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. Foodorich Shipping Policy

Thank you for choosing Foodorich for your food delivery needs. Please review the following shipping policy to understand how we handle deliveries:

- **Delivery Partners:** Foodorich acts as an aggregator connecting restaurant partners with customers through our trusted delivery partners. Our delivery partners ensure that your orders are delivered promptly and safely.
- **Delivery Time:** We strive to deliver orders within the estimated delivery time provided during the checkout process. However, please note that delivery times may vary depending on factors such as traffic conditions, weather, and order volume.
- **Delivery Fees:** Delivery fees are determined based on factors such as distance, order value. The delivery fee applicable to your order will be displayed during the checkout process.
- **Order Tracking:** Once your order is confirmed, you will receive a confirmation email. You can use this link to track the status of your order in real-time.
- **Refunds and Returns:** If you are dissatisfied with our service, please contact our customer support team immediately. Refunds or returns may be provided in accordance with our refund policy, which is outlined in our terms of service.
- **Delivery Restrictions:** We currently offer delivery services within specified areas. Please ensure that your delivery address falls within our delivery radius before placing an order. We do not deliver any alcoholic products or items that are banned or restricted by the Indian government. Please note that we strictly adhere to these regulations and reserve the right to refuse delivery of any such items. Additionally, we reserve the right to decline delivery to locations where local regulations prohibit the sale or delivery of certain products.
- **Contact Information:** If you have any questions or concerns regarding our shipping policy or delivery services, please don't hesitate to contact us at [customer support email] or [customer support phone number].
- **Changes to Shipping Policy:** Foodorich reserves the right to modify or update this shipping policy at any time. Any changes will be effective immediately upon posting on our website.
- **Compliance with Policies:** At Foodorich, we are committed to upholding the highest standards of integrity and compliance. We strictly enforce our policies to ensure the safety and satisfaction of our customers. By using our delivery services, you agree to comply with all applicable laws and regulations, as well as our terms of service and shipping policy.

By using our delivery services, you agree to abide by the terms outlined in this shipping policy. Thank you for choosing Foodorich. We look forward to serving you!

VI. Translation of the terms

- Foodorich may provide a translation of the English version of the Terms into other languages.
- You understand and agree that any translation of the Terms into other languages is only for your convenience and that the English version shall govern the terms of your relationship with Foodorich.
- Furthermore, if there are any inconsistencies between the English version of the Terms and its translated version, the English version of the Terms shall prevail over others.

VII. Provision of the services being offered by Foodorich

1. Foodorich is constantly evolving in order to provide the best possible experience and information to its Customers.
2. You acknowledge and agree that the form and nature of the Services which Foodorich provides, may require affecting certain changes in it, therefore, Foodorich 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.
3. 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.
4. 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.
5. 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).
6. Any updates or upgrades provided to you by us under the Terms shall be considered part of the Services.

7. You acknowledge and agree that if Foodorich 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.
8. You acknowledge and agree that while Foodorich may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services, Foodorich may set such fixed upper limits at any time, at Foodorich's discretion.
9. In our effort to continuously improve the Foodorich 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.
10. As a result of which, some Customers may experience features differently than others at any given time.
11. This is for making the Foodorich 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.
12. By using Foodorich's Services you agree to the following disclaimers:
 - The Content on these Services is for informational purposes only.
 - Foodorich disclaims any liability for any information that may have become outdated since the last time the particular piece of information was updated.
 - Foodorich reserves the right to make changes and corrections to any part of the Content on these Services at any time without prior notice.
 - Foodorich 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 Foodorich.
 - 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 Foodorich.
 - No other party is authorized to reproduce or republish these digital versions in any format whatsoever without the prior written permission of Foodorich.
13. 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 Foodorich Platform is for informational purposes only.

14. Such Certification is displayed by Foodorich on an as available basis that is provided to Foodorich by the Restaurant partner(s)/Merchant(s).
15. Foodorich does not make any warranties about the validity, authenticity, reliability and accuracy of such Certification or any information displayed in this regard.
16. Any reliance by a Customer upon the Certification or information thereto shall be strictly at such Customer's own risk and Foodorich 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.
17. Foodorich reserves the right to charge a subscription and/or membership fee in respect of any of its product or service and/or any other charge or fee on a per order level from Customers, in respect of any of its product or service on the Foodorich Platform anytime in future.
18. Foodorich may from time to time introduce referral and/or incentive based programs for its Customers (Program).
19. These Program(s) may be governed by their respective terms and conditions.
20. By participating in the Program, Customers are bound by the Program terms and conditions as well as the Foodorich Platform terms.
21. Further, Foodorich 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 Foodorich 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 Foodorich Platform terms or has engaged in activities which are fraudulent / unlawful in nature.
22. Furthermore, Foodorich reserves the right to modify, cancel and discontinue its Program without notice to the Customer.
23. Foodorich may from time to time offer to the Customers credits, promo codes, vouchers or any other form of cashback that Foodorich may decide at its discretion.
24. Foodorich reserves the right to modify, convert, cancel and/or discontinue such credits, promo codes or vouchers, as it may deem fit.

VIII. Content guidelines and privacy policy

1. Content Guidelines

You represent that you have read, understood and agreed to our Guidelines and Policies related to Content

2. Privacy Policy

You represent that you have read, understood and agreed to our Privacy Policy. Please note that we may disclose information about you to third parties or government authorities if we believe that such a disclosure is reasonably necessary to:

- a. take action regarding suspected illegal activities;
- b. enforce or apply our Terms and Privacy Policy;
- c. comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process/notice served on us; or
- d. protect our rights, reputation, and property, or that of our Customers, affiliates, or the general public.

IX. Customer feedback

1. If you share or send any ideas, suggestions, changes or documents regarding Foodorich's existing business ("Feedback"), you agree that:
 - i. your Feedback does not contain the confidential, secretive or proprietary information of third parties;
 - ii. Foodorich is under no obligation of confidentiality with respect to such Feedback, and shall be free to use the Feedback on an unrestricted basis;
 - iii. Foodorich may have already received similar Feedback from some other Customer or it may be under consideration or in development; and
 - iv. By providing the Feedback, you grant us a binding, non-exclusive, royalty-free, perpetual, global license to use, modify, develop, publish, distribute and sublicense the Feedback, and you irrevocably waive, against Foodorich and its Customers any claims/assertions, whatsoever of any nature, with regard to such Feedback.
2. Please provide only specific Feedback on Foodorich's existing products or marketing strategies; do not include any ideas that Foodorich's policy will not permit it to accept or consider.
3. Notwithstanding the abovementioned clause, Foodorich or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new or improved products or technologies, product enhancements, processes, materials, marketing plans or new product names.
4. The purpose of this policy is to avoid potential misunderstandings or disputes when Foodorich's products or marketing strategies might seem similar to ideas submitted to

Foodorich. If, despite our request to not send us your ideas, you still submit them, then regardless of what your letter says, the following terms shall apply to your Submissions.

5. Terms of Idea Submission You agree that:
 - i. your Submissions and their Contents will automatically become the property of Foodorich, without any compensation to you;
 - ii. Foodorich may use or redistribute the Submissions and their contents for any purpose and in any way;
 - iii. there is no obligation for Foodorich to review the Submission; and
 - iv. there is no obligation to keep any Submissions confidential.

X. Advertising

1. Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information. The manner, mode and extent of advertising by Foodorich on the Services are subject to change without specific notice to you. In consideration for Foodorich granting you access to and use of the Services, you agree that Foodorich may place such advertising on the Services.
2. Part of the site may contain advertising information or promotional material or other material submitted to Foodorich by third parties or Customers. Responsibility for ensuring that material submitted for inclusion on the Foodorich Platform or mobile apps complies with applicable international and national law is exclusively on the party providing the information/material. Your correspondence or business dealings with, or participation in promotions of, advertisers other than Foodorich found on or through the Foodorich Platform and or mobile apps, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, shall be solely between you and such advertiser. Foodorich will not be responsible or liable for any error or omission, inaccuracy in advertising material or any loss or damage of any sort incurred as a result of any such dealings or as a result of the presence of such other advertiser(s) on the Foodorich Platform and mobile application.
3. For any information related to a charitable campaign ("Charitable Campaign") sent to Customers and/or displayed on the Foodorich Platform where Customers have an option to donate money by way of (a) payment on a third party website; or (b) depositing funds to a third party bank account, Foodorich is not involved in any manner in the collection or utilization of funds collected pursuant to the Charitable Campaign. Foodorich does not accept any responsibility or liability for the accuracy, completeness,

legality or reliability of any information related to the Charitable Campaign. Information related to the Charitable Campaign is displayed for informational purposes only and Customers are advised to do an independent verification before taking any action in this regard.

XI. Cancellation and refund policy:

1. You acknowledge that (1) your cancellation, or attempted or purported cancellation of an order or (2) cancellation due to reasons not attributable to Foodorich, that is, in the event you provide incorrect particulars, contact number, delivery address etc., or that you were unresponsive, not reachable or unavailable for fulfillment of the services offered to you, shall amount to breach of your unconditional and irrevocable authorization in favor of Foodorich to place that order against the Restaurant Partners/Store(s) on your behalf ("Authorization Breach"). In the event you commit an Authorization Breach, you shall be liable to pay the liquidated damages of an amount equivalent to the order value. You hereby authorize Foodorich to deduct or collect the amount payable as liquidated damages through such means as Foodorich may determine in its discretion, including without limitation, by deducting such amount from any payment made towards your next Order.
2. There may be cases where Foodorich is either unable to accept your order or cancels the order, due to reasons including without limitation, technical errors, unavailability of the item(s) ordered, or any other reason attributable to Foodorich, Restaurant Partner/Store or Delivery Partner. In such cases, Foodorich shall not charge a cancellation charge from you. If the order is canceled after payment has been charged and you are eligible for a refund of the order value or any part thereof, the said amount will be reversed to you.
3. No replacement / refund / or any other resolution will be provided without Restaurant Partner's/Store(s)' permission.
4. Any complaint, with respect to the order which shall include instances but not be delivery services opc private limited to food spillage, foreign objects in food, delivery of the wrong order or food and beverages or Products, poor quality, You will be required to share the proof of the same before any resolution can be provided.
5. You shall not be entitled to a refund in case instructions placed along with the order are not followed in the form and manner You had intended. Instructions are followed by the Restaurant Partner /Store on a best-efforts basis.
6. All refunds shall be processed in the same manner as they are received, unless refunds have been provided to You in the form of credits, refund amount will reflect in your account based on respective banks' policies.

XII. Notice of copyright infringement

Foodorich shall not be liable for any infringement of copyright arising out of materials posted on or transmitted through the Foodorich Platform, or items advertised on the Foodorich Platform, by end users or any other third parties. We respect the intellectual property rights of others and require those that use the Services to do the same. We may, in appropriate circumstances and at our discretion, remove or disable access to material on the Services that infringes upon the copyright rights of others. We also may, in our discretion, remove or disable links or references to an online location that contains infringing material or infringing activity. In the event that any Customers of the Services repeatedly infringe on others' copyrights, we may in our sole discretion terminate those individuals' rights to use the Services. If you believe that your copyright has been or is being infringed upon by material found in the Services, you are required to follow the below procedure to file a notification:

1. Identify in writing the copyrighted material that you claim has been infringed upon;
2. Identify in writing the material on the Services that you allege is infringing upon copyrighted material, and provide sufficient information that reasonably identifies the location of the alleged infringing material (for example, the user name of the alleged infringer and the business listing it is posted under);
3. Include the following statement: "I have a good faith belief that the use of the content on the Services as described above is not authorized by the copyright owner, its agent, or law";
4. Include the following statement: "I swear under penalty of perjury that the information in my notice is accurate and I am the copyright owner or I am authorized to act on the copyright owner's behalf";
5. Provide your contact information including your address, telephone number, and e-mail address (if available);
6. Provide your physical or electronic signature;
7. Send us a written communication to legal@foodorich.com.

You may be subject to liability if you knowingly make any misrepresentations on a take-down notice.

XIII. Contact Us:

If you have any queries relating to the processing/ usage of information provided by you or foodorich's Privacy Policy, you may email the Data Protection Officer For Customers residing in India, please note, in compliance with The Information Technology Act, 2000 and the rules made thereunder, as well as The Consumer Protection Act 2024, and the rules made thereunder, the grievance redressal mechanism, including the contact details of the Grievance

Officer and Nodal Officer are given herein above. Please note: Foodorich does not solicit confidential information such as OTP/CVV/PIN NUMBER/Card number either through call or mail or any other means. Please do not reveal these details to fraudsters and imposters claiming to be calling on Foodorich's behalf. You may report such suspicious activities to order@foodorich.com.