

## **General vendor / customer terms and conditions**

### **Privacy policy**

### **Guidelines**

#### **I. Acceptance of terms**

Thank you for using byhomechefs. 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 **byhomechefs** website at [www.byhomechefs.com](http://www.byhomechefs.com) (the "Website") and our 'byhomechefs' application for mobile and handheld devices (the "App"). The Website and the App are jointly referred to as the "Platform".

**These Terms are effective for all existing and future byhomechefs (referred as bHC) users.**

Please read these Terms carefully. By accessing or using the byhomechefs Platform, you are agreeing to these Terms and concluding a legally binding contract with **HBK Technologies LLP (Registered firm name)**. 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 byhomechefs Platform is at your own risk, including the risk that you might be exposed to content that is objectionable, or otherwise inappropriate.

This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

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 byhomechefs in the user interface for any particular Service; or
- Actually using the Services. In this case, you understand and agree that byhomechefs will treat your use of the Services as acceptance of the Terms from that point onwards.

## **II. Definitions**

### **User**

"User" or "You" or "Your" refers to you, as a user of the Services. A user is someone who accesses or uses (**avails**) 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

### **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 "User 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, profile information, and any other materials that you publicly display or displayed in your account profile. "byhomechefs Content" means content that byhomechefs 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 byhomechefs or its users and is available on the Services.

### **To match with FSSAI certificate / Vendor(s)**

"Vendor" means the cooks / stores / restaurants listed on byhomechefs and any related mobile or software applications of byhomechefs.

## **III. Eligibility to use the services**

1. You hereby represent and warrant that you are atleast 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**

We may vary or amend or change or update these Terms, from time to time entirely at our own discretion. You shall be responsible for checking these Terms from time to time and ensure continued compliance with these Terms. Your use of byhomechefs 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 byhomechefs**

1. byhomechefs is constantly evolving in order to provide the best possible experience and information to its users. You acknowledge and agree that the form and nature of the Services which byhomechefs provides, may require effecting certain changes in it, therefore, byhomechefs 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 byhomechefs 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. By using byhomechefs' Services you agree to the following disclaimers:

- The Content on these Services is for informational purposes only. byhomechefs disclaims any liability for any information that may have become outdated since the last time the particular piece of information was updated. byhomechefs reserves the right to make changes and corrections to any part of the Content on these Services at any time without prior notice. byhomechefs does not guarantee quality of the Goods, the prices listed in menus or the availability of all menu items at any restaurant. Unless stated otherwise, all pictures and information contained on these Services are believed to be owned by or licensed to byhomechefs. Please email a takedown request to [info@byhomechefs.com](mailto:info@byhomechefs.com) 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 byhomechefs. No other party is authorized to reproduce or republish these digital versions in any format whatsoever without the prior written permission of byhomechefs.
  - 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 Platform is for informational purposes only. Such Certification is displayed by byhomechefs on an 'as available' basis that is provided to byhomechefs by the vendor(s). byhomechefs 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 user upon the Certification or information thereto shall be strictly at such user's own risk and byhomechefs 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 Vendor.
5. byhomechefs reserves the right to charge a subscription and/or membership and/or a convenience fees from a user, by giving reasonable prior notice, in respect of any product, service or any other aspect of the byhomechefs Platform anytime in future.
6. byhomechefs may from time to time introduce referral and/or incentive based programs for its users (Program). These

Program(s) maybe governed by their respective terms and conditions. By participating in the Program, Users are bound by the Program terms and conditions as well as the byhomechefs Platform terms. Further, byhomechefs reserves the right to terminate / suspend the User's account and/or credits / points earned and/or participation of the User in the Program if byhomechefs determines in its sole discretion that the User has violated the rules of the Program and/or has been involved in activities that are in contravention of the Program terms and/or byhomechefs Platform terms or has engaged in activities which are fraudulent / unlawful in nature. Furthermore, byhomechefs reserves the right to modify, cancel and discontinue its Program without notice to the User.

## **VI. Use of services by you or user**

### **1. byhomechefs User / vendor Account**

- a. You must create an account in order to use some of the features offered by 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, 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 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 the Services that you are not legally entitled to claim. You acknowledge that any false claiming may cause byhomechefs 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 byhomechefs 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 byhomechefs Platform or Services. For example, you might receive comments from other Users or other users 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 vendors, we provide value added telephony services through our phone lines, which are displayed on the specific restaurant listing page on the byhomechefs Platform, which connect directly to vendor's phone lines. We record all information regarding this call including the voice recording of the conversation between you, **(the user)** and the vendor (for internal billing tracking purposes and customer service improvement at the restaurant's end). If you do not wish that your information be recorded in such a manner, please do not use the telephone services provided by byhomechefs. You explicitly agree and permit byhomechefs to record all this information when you avail the telephony services through the byhomechefs provided phone lines on the byhomechefs 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 byhomechefs (as available on the Services or through any other means like API etc.) only for personal use/purposes and not for any commercial use unless agreed to by/with byhomechefs 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 byhomechefs. byhomechefs 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.
- 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 User(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 byhomechefs 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 byhomechefs 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 byhomechefs and that you shall not disclose such information.
- b. You agree to protect byhomechefs' 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 byhomechefs (or byhomechefs' 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 byhomechefs and that you shall not disclose such information. Unless you have agreed otherwise in writing with byhomechefs, nothing in the Terms gives you a right to use any of byhomechefs' 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 byhomechefs; 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 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 byhomechefs' Content in whole or in part. byhomechefs

- 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 byhomechefs 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 byhomechefs Content in whole or in part except as expressly authorized by us. We do not grant you any other express or implied right or license to the Services, byhomechefs 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. byhomechefs License to Your or User Content**

By submitting Your Content you hereby irrevocably grant byhomechefs 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 'vendor business page' to manage business 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, analyze, 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 byhomechefs or its Users, any third party services and their users.

#### **4. Representations Regarding Your or User 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. 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 users and do not guarantee the accuracy, integrity or quality of any Content. You acknowledge and agree that Content posted by users and any and all liability arising from such Content is the sole responsibility of the user who posted the content, and not byhomechefs.

#### **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 users 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 vendor reserves the right to delete any images and pictures forming part of User 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. 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 byhomechefs 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 users, does not reflect our views or that of our parent, subsidiary, affiliate companies, branches, employees, officers, directors, or partners / 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 byhomechefs 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 web sites 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. User Reviews**

- a. User reviews or ratings for Restaurants do not reflect the opinion of byhomechefs. byhomechefs receives multiple reviews or ratings for vendors by users, which reflect the opinions of the Users. It is pertinent to state that each and every review posted on byhomechefs is the personal opinion of the user/reviewer only. byhomechefs is a neutral platform, which solely provides a means of communication between users/reviewers including users or restaurant owners/representatives with access to restaurant business page. The advertisements published on the byhomechefs 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 vendor believes that any particular user's review violates any of the byhomechefs' policies, the vendor may write to us at [partner@byhomechefs.com](mailto:partner@byhomechefs.com) and bring such violation to our attention. We 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

## **VIII. Content guidelines and privacy policy**

### **1. Content Guidelines**

You represent that you have read, understood and agreed to our [Guidelines and Polices](#) 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 (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms and Privacy Policy; (iii) 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 (iv) protect our rights, reputation, and property, or that of our users, affiliates, or the general public.

## **IX. Restrictions on use**

1. Without limiting the generality of these Terms, in using the Services, you specifically agree not to post or transmit any content (including review) or engage in any activity that, in our sole discretion:
  - i. Violate our Guidelines and Policies;
  - ii. Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, discriminatory, vulgar, profane, obscene, libellous, hateful or otherwise objectionable, invasive of another's privacy, relating or encouraging money laundering or gambling;
  - iii. Constitutes an inauthentic or knowingly erroneous review, or does not address the goods and services, atmosphere, or other attributes of the business you are reviewing.
  - iv. Contains material that violates the standards of good taste or the standards of the Services;
  - v. Violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;
  - vi. Accuses others of illegal activity, or describes physical confrontations;
  - vii. Is illegal, or violates any federal, state, or local law or regulation (for example, by disclosing or trading on inside information in violation of securities law);
  - viii. Attempts to impersonate another person or entity;
  - ix. Disguises or attempts to disguise the origin of Your Content, including but not limited to by: (i) submitting Your Content under a false name or false pretences; or (ii) disguising or attempting to disguise the IP address from which Your Content is submitted;
  - x. Constitutes a form of deceptive advertisement or causes, or is a result of, a conflict of interest;
  - xi. Is commercial in nature, including but not limited to spam, surveys, contests, pyramid schemes, postings or reviews submitted or removed in exchange for payment, postings or reviews submitted or removed by or at the request of the business being reviewed, or other advertising materials;
  - xii. Asserts or implies that Your Content is in any way sponsored or endorsed by us;
  - xiii. Contains material that is not in English or, in the case of products or services provided in foreign languages, the language relevant to such products or services;
  - xiv. Falsely states, misrepresents, or conceals your affiliation with another person or entity;

- xv. Accesses or uses the account of another user without permission;
- xvi. Distributes computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment;
- xvii. Interferes with, disrupts, or destroys the functionality or use of any features of the Services or the servers or networks connected to the Services;
- xviii. "Hacks" or accesses without permission our proprietary or confidential records, records of another user, or those of anyone else;
- xix. Violates any contract or fiduciary relationship (for example, by disclosing proprietary or confidential information of your employer or client in breach of any employment, consulting, or non-disclosure agreement);
- xx. Decompiles, reverse engineers, disassembles or otherwise attempts to derive source code from the Services;
- xxi. Removes, circumvents, disables, damages or otherwise interferes with security-related features, or features that enforce limitations on use of, the Services;
- xxii. Violates the restrictions in any robot exclusion headers on the Services, if any, or bypasses or circumvents other measures employed to prevent or limit access to the Services;
- xxiii. Collects, accesses, or stores personal information about other users of the Services;
- xxiv. Is posted by a bot;
- xxv. Harms minors in any way;
- xxvi. Threatens the unity, integrity, defense, security or sovereignty of India or of the country of use, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
- xxvii. Modifies, copies, scrapes or crawls, displays, publishes, licenses, sells, rents, leases, lends, transfers or otherwise commercialize any rights to the Services or Our Content; or
- xxviii. Attempts to do any of the foregoing.

2. You acknowledge that byhomechefs has no obligation to monitor your – or anyone else's – access to or use of the Services for violations of the Terms, or to review or edit any content. However, we have the right to do so for the purpose of operating and improving the Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with the Terms and to comply with applicable law or the

order or requirement of legal process, a court, consent decree, administrative agency or other governmental body

3. You hereby agree and assure byhomechefs that the byhomechefs Platform/Services shall be used for lawful purposes only and that you will not violate laws, regulations, ordinances or other such requirements of any applicable Central, Federal State or local government or international law(s). You shall not upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam mail, chain letters or any other form of solicitation, encumber or suffer to exist any lien or security interest on the subject matter of these Terms or to make any representation or warranty on behalf of byhomechefs in any form or manner whatsoever.
4. Any Content uploaded by you, shall be subject to relevant laws of India may be disabled, or and may be subject to investigation under applicable laws. Further, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the byhomechefs Platform, byhomechefs shall have the right to immediately block your access and usage of the byhomechefs Platform and byhomechefs shall have the right to remove any non-compliant content and or comment forthwith, uploaded by you and shall further have the right to take appropriate recourse to such remedies as would be available to it under various statutes.

## **X. User feedback**

1. If you share or send any ideas, suggestions, changes or documents regarding byhomechefs' existing business ("Feedback"), you agree that (i) your Feedback does not contain the confidential, secretive or proprietary information of third parties, (ii) byhomechefs is under no obligation of confidentiality with respect to such Feedback, and shall be free to use the Feedback on an unrestricted basis (iii) byhomechefs may have already received similar Feedback from some other user 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 byhomechefs and its users any claims/assertions, whatsoever of any nature, with regard to such Feedback.

2. Please provide only specific Feedback on byhomechefs' existing products or marketing strategies; do not include any ideas that byhomechefs' policy will not permit it to accept or consider.
3. Notwithstanding the abovementioned clause, byhomechefs 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. Please do not submit any unsolicited ideas, original creative artwork, suggestions or other works ("Submissions") in any form to byhomechefs or any of its employees.
4. The purpose of this policy is to avoid potential misunderstandings or disputes when byhomechefs' products or marketing strategies might seem similar to ideas submitted to byhomechefs. 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: (1) your Submissions and their Contents will automatically become the property of byhomechefs, without any compensation to you; (2) byhomechefs may use or redistribute the Submissions and their contents for any purpose and in any way; (3) there is no obligation for byhomechefs to review the Submission; and (4) there is no obligation to keep any Submissions confidential.

## **XI. 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 byhomechefs on the Services are subject to change without specific notice to you. In consideration for byhomechefs granting you access to and use of the Services, you agree that byhomechefs may place such advertising on the Services.
2. Part of the site may contain advertising information or promotional material or other material submitted to byhomechefs by third parties or Users. Responsibility for ensuring that material submitted for inclusion on the byhomechefs 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 byhomechefs found on or through the byhomechefs 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. byhomechefs 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 byhomechefs Platform and mobile application.

## **XII. Additional Terms and Conditions for Users using the various services offered by byhomechefs:**

### **1. ONLINE ORDERING:**

1. byhomechefs provides online ordering services by entering into contractual arrangements with vendors on a principal-to-principal basis for the purpose of listing their menu items or the Products for online ordering by the Users on the byhomechefs Platform.
2. The Users can access the menu items or Products listed on the byhomechefs Platform and place online orders against the Restaurant Partner(s)/Store(s) through byhomechefs.
3. Your request to order food and beverages or Products from a Vendor on the vendor page on the byhomechefs Platform shall constitute an unconditional and irrevocable authorization issued in favour of byhomechefs to place online orders for food and beverages or Products against the Restaurant Partner(s)/Store(s) on your behalf.
4. Delivery of an order placed by you through the byhomechefs Platform may either be undertaken directly by the vendor against whom you have placed an order, or facilitated by byhomechefs through third-party who may be available to provide delivery services to you ("**Delivery Partners**"). In both these cases, byhomechefs is merely acting as an intermediary between you and the Delivery Partners, or you and the vendor, as the case may be.
5. The acceptance by a Delivery Partner of undertaking delivery of your order shall constitute a contract of service under the Consumer Protection Act, 2019 or any successor legislations, between you and the Delivery Partner, to which byhomechefs is not a party under any applicable law. It is clarified that byhomechefs does not provide any delivery or logistics services and only enables the delivery of food and beverages or Products ordered by the Users through the byhomechefs Platform by

connecting the Users with the Delivery Partners or the vendor, as the case may be.

6. Where byhomechefs is facilitating delivery of an order placed by you, byhomechefs shall not be liable for any acts or omissions on part of the Delivery Partner including deficiency in service, wrong delivery of order, time taken to deliver the order, order package tampering, etc.
7. You may be charged a delivery fee for delivery of your order by the Delivery Partner or the vendor, as the Delivery Partner or the vendor may determine ("**Delivery Charges**"). You agree that byhomechefs is authorized to collect, on behalf of the vendor or the Delivery Partner, the Delivery Charges for the delivery service provided by the vendor or the Delivery Partner, as the case may be. The Delivery Charges may vary from order to order, which may be determined on multiple factors which shall include but not be limited to vendor, order value, distance, demand during peak hours. byhomechefs will use reasonable efforts to inform you of the Delivery Charges that may apply to you, provided you will be responsible for Delivery Charges incurred for your order regardless of your awareness of such Delivery Charges.

**A. Online Ordering with Vendors:**

- a. All prices listed on the byhomechefs Platform are provided by the vendor at the time of publication on the byhomechefs Platform and have been placed as received from the vendor. While we take great care to keep them up to date, the final price charged to you by the vendor may change at the time of delivery. In the event of a conflict between price on the byhomechefs Platform and price charged by the vendor, the price charged by the Restaurant Partner shall be deemed to be the correct price except Delivery Charge of byhomechefs.

**B. General Terms and Conditions**

- a. byhomechefs is not a manufacturer, seller or distributor of food and beverages or Products and merely places an order against the vendor (s) on behalf of the Users pursuant to the unconditional and irrevocable authority granted by the Users to byhomechefs, and facilitates the sale and purchase of food and beverages or Products between Users and vendor (s), under the contract for sale and purchase of food and beverages or Products between the Users and vendor(s).

- b. byhomechefs shall not be liable for any acts or omissions on part of the vendor(s) including deficiency in service, wrong delivery of order / order mismatch, quality, incorrect pricing, deficient quantity, time taken to prepare or deliver the order, etc.
- c. For the users, it is hereby clarified by byhomechefs that the liability of any violation of the applicable rules and regulations made thereunder shall solely rest with the sellers/brand owners, vendors, Store(s), manufacturers of the food products, Products or any Pre-Packed Goods accordingly. For the purpose of clarity Pre-Packed Goods shall mean the food and beverages items which is placed in a package of any nature, in such a manner that the contents cannot be changed without tampering it and which is ready for sale to the customer or as may be defined under the Food Safety and Standards Act, 2006 from time to time.
- d. Please note that some of the food and beverages or Products may be suitable for certain ages only. You should check the dish you are ordering and read its description, if provided, prior to placing your order. byhomechefs shall not be liable in the event the food and beverages or the Product ordered by You does not meet your dietary or any other requirements and/or restrictions.
- e. While placing an order you shall be required to provide certain details, including without limitation, contact number and delivery address. You agree to take particular care when providing these details and warrant that these details are accurate and complete at the time of placing an Order. By providing these details, you express your acceptance to byhomechefs's terms and privacy policies.
- f. You or any person instructed by you shall not resell food and beverages or Products purchased via the byhomechefs Platform.
- g. The total price for food ordered, including the Delivery Charges and other charges, will be displayed on the byhomechefs Platform when you place your order, which may be rounded up to the nearest amount. Users shall make full payment towards such food or Products ordered via the byhomechefs Platform.
- h. Delivery periods/Takeaway time quoted at the time of ordering are approximate only and may vary.
- i. Personal Promo code can only be used by You subject to such terms and conditions set forth by byhomechefs from time to time.
- j. Cancellation and refund policy:

- i. You acknowledge that your cancellation, or attempted or purported cancellation of an Order shall amount to breach of your unconditional and irrevocable authorization in favour of byhomechefs 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 byhomechefs to deduct or collect the amount payable as liquidated damages through such means as byhomechefs may determine in its discretion, including without limitation, by deducting such amount from any payment made towards your next Order
- ii. In the event You have provided incorrect particulars, e.g., contact number, delivery address etc., or that You were unresponsive, not reachable or unavailable for fulfillment of the services offered to You, You will not be eligible for any refunds.
- iii. No replacement / refund / or any other resolution will be provided without vendor(s)' permission.
- iv. Any complaint, with respect to the Order which shall include instances but not be limited to food spillage, foreign object 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.
- v. 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 vendors on a best-efforts basis.
- vi. 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.

### **XIII. Disclaimer of warranties, limitation of liability, and Indemnification**

#### **1. Disclaimer of Warranties**

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BYHOMECHEFS, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, BRANCHES, SUBSIDIARIES, AND LICENSORS ("BYHOMECHEFS PARTIES") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES INCLUDING MOBILE APPS AND YOUR USE OF THEM. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE BYHOMECHEFS PARTIES MAKE NO WARRANTIES OR REPRESENTATIONS THAT THE SERVICES HAVE BEEN AND WILL BE PROVIDED WITH DUE SKILL, CARE AND DILIGENCE OR ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT AND ASSUME NO RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES THROUGH THE ACTIONS OF ANY THIRD PARTY, (VI) ANY LOSS OF YOUR DATA OR CONTENT FROM THE SERVICES AND/OR (VII) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. THE BYHOMECHEFS PARTIES WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BYHOMECHEFS OR THROUGH OR FROM THE

SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. UNLESS YOU HAVE BEEN EXPRESSLY AUTHORIZED TO DO SO IN WRITING BY BYHOMECHEFS, YOU AGREE THAT IN USING THE SERVICES, YOU WILL NOT USE ANY TRADE MARK, SERVICE MARK, TRADE NAME, LOGO OF ANY COMPANY OR ORGANIZATION IN A WAY THAT IS LIKELY OR INTENDED TO CAUSE CONFUSION ABOUT THE OWNER OR AUTHORIZED USER OF SUCH MARKS, NAMES OR LOGOS.

## **2. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE BYHOMECHEFS PARTIES BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, AND/OR (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES INCLUDING MOBILE APP, AND/OR (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, AND/OR (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS, AND/OR (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY LOSS OF YOUR DATA OR CONTENT FROM THE SERVICES, AND/OR (VII) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE BYHOMECHEFS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (VIII) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OR OUR PRIVACY POLICY, AND/OR (IX) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, AND/OR (X) LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES, AND/OR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND BYHOMECHEFS' REASONABLE CONTROL. IN NO EVENT SHALL THE BYHOMECHEFS PARTIES BE LIABLE TO YOU FOR ANY

INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS.

## **Indemnification**

You agree to indemnify, defend, and hold harmless the byhomechefs Parties from and against any third party claims, damages (actual and/or consequential), actions, proceedings, demands, losses, liabilities, costs and expenses (including reasonable legal fees) suffered or reasonably incurred by us arising as a result of, or in connection with: (i) Your Content, (ii) your unauthorized use of the Services, or products or services included or advertised in the Services; (iii) your access to and use of the Services; (iv) your violation of any rights of another party; or (v) your breach of these Terms, including, but not limited to, any infringement by you of the copyright or intellectual property rights of any third party. We retain the exclusive right to settle, compromise and pay, without your prior consent, any and all claims or causes of action which are brought against us. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter in which we are named as a defendant and/or for which you have indemnity obligations without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## **XIV. Termination of your access to the services**

1. In case you wish to delete your account, you may write to us at [info@byhomechefs.com](mailto:info@byhomechefs.com).
2. We may terminate your use of the Services and deny you access to the Services in our sole discretion for any reason or no reason, including your: (i) violation of these Terms; or (ii) lack of use of the Services. You agree that any termination of your access to the Services may be affected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and/or bar



any further access to your account or the Services. If you use the Services in violation of these Terms, we may, in our sole discretion, retain all data collected from your use of the Services. Further, you agree that we shall not be liable to you or any third party for the discontinuation or termination of your access to the Services

## **XV. General terms**

### **1. Interpretation:**

The section and subject headings in these Terms are included for reference only and shall not be used to interpret any provisions of these Terms.

### **2. Entire Agreement and Waiver:**

The Terms, together with the 'Privacy Policy' and 'Guidelines and Policies', shall constitute the entire agreement between you and us concerning the Services. No failure or delay by us in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of that right or the exercise of any other right, power or privilege.

### **3. Severability:**

If any provision of these Terms is deemed unlawful, invalid, or unenforceable by a judicial court for any reason, then that provision shall be deemed severed from these Terms, and the remainder of the Terms shall continue in full force and effect.

### **4. Partnership or Agency:**

None of the provisions of these Terms shall be deemed to constitute a partnership or agency between you and byhomechefs and you shall have no authority to bind byhomechefs in any form or manner, whatsoever.

### **5. Governing Law/Waiver:**

These Terms shall be governed by the laws of India. The Courts of Gurugram shall have exclusive jurisdiction over any disputes arising under this agreement.

YOU MUST COMMENCE ANY LEGAL ACTION AGAINST US WITHIN ONE (1) YEAR AFTER THE ALLEGED HARM INITIALLY OCCURS. FAILURE TO COMMENCE THE ACTION WITHIN THAT PERIOD SHALL FOREVER BAR ANY

CLAIMS OR CAUSES OF ACTION REGARDING THE SAME FACTS OR OCCURRENCE, NOTWITHSTANDING ANY STATUTE OF LIMITATIONS OR OTHER LAW TO THE CONTRARY. WITHIN THIS PERIOD, ANY FAILURE BY US TO ENFORCE OR EXERCISE ANY PROVISION OF THESE TERMS OR ANY RELATED RIGHT SHALL NOT CONSTITUTE A WAIVER OF THAT RIGHT OR PROVISION.

## **6. Carrier Rates may Apply:**

By accessing the Services through a mobile or other device, you may be subject to charges by your Internet or mobile service provider, so check with them first if you are not sure, as you will be solely responsible for any such costs incurred.

## **7. Linking and Framing:**

You may not frame the Services. You may link to the Services, provided that you acknowledge and agree that you will not link the Services to any website containing any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information or that violates any intellectual property, proprietary, privacy, or publicity rights. Any violation of this provision may, in our sole discretion, result in termination of your use of and access to the Services effective immediately.

## **XVI. Notice of copyright infringement and grievance redressal mechanism**

byhomechefs shall not be liable for any infringement of copyright arising out of materials posted on or transmitted through the byhomechefs Platform, or items advertised on the byhomechefs 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 users 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:

- Identify in writing the copyrighted material that you claim has been infringed upon;
- 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);
- 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";
- 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";
- Provide your contact information including your address, telephone number, and e-mail address (if available);
- Provide your physical or electronic signature;

Send the written communication to:

Grievance Redressal Officer  
HBK Technologies LLP  
E 10/11/12, 2nd Floor, Triveni Complex  
Jawahar Park, Laxmi Nagar, Delhi 110092, India  
Email: [info@byhomechefs.com](mailto:info@byhomechefs.com)  
Byhomechefs

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