

Merchant Terms – Vendors

This document is an electronic record in terms of the Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and terms for access or usage of www.byhomechefs.com website and 'byhomechefs' application for mobile and handheld devices.

Any Capitalized terms used but not defined herein shall have the meaning assigned to them under the Terms of Use which govern your use of our website 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**".

Your wishes to avail the Services enabled by byHomeChefs on a non-exclusive and contractual basis subject to the terms and conditions set out in the hereinafter, which includes, inter alia, warranties provided by the Parties, obligations, intellectual property rights, confidentiality, responsibilities of the Parties and grounds for termination of this contract. Vendor and byhomechefs are referred individually as 'Party' and collectively as 'Parties', wherever the context so requires.

1. These terms are called the "**Merchant Terms**" and these Merchant Terms read together with Terms of Use shall govern your use of **Platform**. Please read these Merchant Terms carefully before you use the services. If you do not agree to these Merchant Terms, you may not use the services on the Platform and we request you to uninstall the App. By installing, downloading or even merely using the Platform, you shall be contracting with byHomeChefs and you signify your acceptance to this Merchant Terms, Terms of Use and other byhomechefs policies (including but not limited to the Privacy Policy being incorporated by reference herein) which take effect on the date on which you download, install or use the Services, and create legally binding arrangements to abide by the same.
2. The Platform is owned and operated by HBK Technologies LLP, a limited liability partnership incorporated under Limited Liability Partnership Act, 2008 and having its registered office at E 10/11/12, 2nd Floor, Triveni Complex, Jawahar Park, Laxmi Nagar, Delhi 110092, India. For the purpose of these Merchant Terms, wherever the context so requires "you" or "user" shall mean any natural or legal person who has agreed to become a Vendor on the Platform by providing registration data while registering on the Platform as a registered partner using the computer systems. The term "byhomechefs", "we", "us" or "our" shall mean HBK Technologies LLP.
3. byhomechefs enables transactions between participant vendors /merchants (you) dealing in restaurant services (food and beverages), and buyers ("**Platform Services**"). The buyers ("**Buyer/s**") can choose and place orders ("**Orders**") from a variety of products listed and

offered under the menu for sale by various neighbourhood Vendors like you, including but not limited to the homecooks, restaurants and eateries ("**Vendor/s**") on the Platform and byhomechefs enables transactions between the pick-up and delivery partner ("**PDP**") and the Buyers for delivery of such Orders at select localities of serviceable cities across India ("**Delivery Services**"). The Platform Services and Delivery Services are collectively referred to as "**Services**".

4. This Merchant Terms are subject to modifications, and we reserve the right to modify or change the Merchant Terms and other byhomechefs policies at any time by posting changes on the Platform with intimation to You. byhomechefs might choose to communicate such modifications in a separate email to you for your ready reference. However, you shall, at all times, be responsible for regularly reviewing the Merchant Terms and other byhomechefs policies and note the changes made on the Platform. Your continued usage of the Services after any change is posted constitutes your acceptance of the amended Merchant Terms and other byhomechefs policies.

5. **Use of Platform and Services**

- a. All commercial/contractual terms are offered by you and agreed to by the Buyers alone. The commercial/contractual terms include without limitation price, applicable taxes, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to products and services and after sales services related to products and services. byhomechefs does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the Buyers and Vendors.
- b. byhomechefs does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc.) of any of its users.
- c. byhomechefs is not responsible for any non-performance or breach of any contract entered into between Buyers and Vendors on the Platform. byhomechefs cannot and does not guarantee that the concerned Buyers and/or Vendor will perform any transaction concluded on the Platform. byhomechefs is not responsible for unsatisfactory or non-performance of services or damages or delays as a result of Products which are out of stock, unavailable or back ordered.
- d. byhomechefs is operating as an online marketplace and assumes the role of facilitator, and does not at any point of time during any transaction between Buyer and Vendor on the Platform come into or take possession of any of the products or services offered by Vendor. At no time shall byhomechefs hold any right, title or interest over the products nor shall byhomechefs have any obligations or liabilities in respect of such contract entered into between Vendor and Buyer.
- e. byhomechefs is only providing a platform for communication and it is agreed that the contract for sale of any of the products or services shall be a strictly bipartite contract between the Vendor and the Buyer. In case of complaints from the Buyer pertaining to food efficacy, quality, or any other such issues, byhomechefs shall notify the same to Vendor and shall also redirect the Buyer to the customer call centre of the Vendor, if available. Vendor shall alone be liable for redress and bound

to take action on the complaints by the Buyer. byhomechefs shall in the interest of satisfactory resolution of the Complaint, share with the Buyer, relevant information pertaining to the Order along with Vendor contact details.

- f. Please note that there could be risks in dealing with underage persons or people acting under false pretence.
- g. You agree, undertake and confirm that your use of Platform shall be strictly governed by the binding principles more fully detailed in the Merchant Terms

6. Terms and Conditions of Service

- a. byhomechefs shall perform Platform Services on best effort basis at all time and as agreed with no liability.
- b. byhomechefs provides no assurance that any Buyer will place Orders against the respective Vendor/s. The Vendor shall be solely responsible for display of the name of the restaurants and images of the items/products, which shall be listed for the Buyers to choose from.
- c. byhomechefs shall merely facilitate the pick-up and delivery of the Orders on the Platform through the PDP and is at liberty to provide the means for the pick-up and delivery of the Orders placed by Buyers on the Platform at its sole discretion to the PDP who will be responsible for the pick-up and delivery services. byhomechefs is merely facilitating Delivery Services between the PDP and the Buyer or Vendor, as the case may be. At no point in time byhomechefs is providing Delivery Services either to the Vendor or the Buyer. Notwithstanding anything mentioned elsewhere, neither Party shall be liable for any unauthorized act of the PDPs and the liability shall solely rest with the PDPs. With respect to the Vendors providing their own delivery services, the liability arising out of such deliveries shall be that of respective Vendors, neither byhomechefs nor PDPs are liable for the same.
- d. byhomechefs shall determine to facilitate the aforesaid services within the areas as it may deem fit. byhomechefs reserves the right to add or remove areas to improve Delivery Services. byhomechefs shall facilitate the Delivery Services within such area as may be decided by byhomechefs in its sole discretion, from the location of Vendor in the territory, subsequent to which other areas may be added subject to revised terms, if any. Vendor shall be solely responsible to reimburse and/or absolve the cost of Orders for which Buyers have either refused to pay for or have claimed a refund for reasons that are solely attributed to Vendor ("**Disputed Orders**"), including but not limited to:
 - 1. Buyer's expectations not being met or Buyer dissatisfaction with regard to the quality of items/products supplied by the Vendor;
 - 2. Wrong items put in the package;
 - 3. Poor packaging;
 - 4. Missing items in the Order; and
 - 5. Foreign object in the Order.

7. The Vendor shall be solely responsible for reviewing information on the Platform and shall ensure that all information manifested / advertised are up to date and in accordance with applicable law. The Vendor shall update all such information and inform byhomechefs about the same in accordance with these Merchant Terms. byhomechefs shall not be liable or responsible in any way for any change in menu provided by the Vendor.
8. The Vendor shall be solely responsible for any warranty / guarantee of the food products sold to the Buyers and in no event, shall it be the responsibility of byhomechefs.
9. In the event any Vendor wants to display and offer any pre-packaged product for sale to Buyers through the Platform, the Vendor shall be liable to comply with Legal Metrology (Packaged Commodities) Rules, 2011, as amended time to time, for displaying such pre-packaged product and share with byhomechefs a legible and clear image of the 'principal display panel' (excluding month and year in which the product is manufactured or packed) of such pre-packaged product, which shall be displayed on the Platform for the Buyers. It is clarified that byhomechefs shall facilitate but do not and shall not verify the content shared by the Vendor for displaying.
10. The Vendor represents, warrants and covenants that:
 - 10.1. it shall at all times offer, sell prepared food and beverages that are best quality and fit for human consumption;
 - 10.2. it holds, at all times during the availing of Services, all licenses and/or consents necessary under all applicable statutes and regulations, including but not limited to the license/registration obtained ("**FSSAI License**") under the Food Safety and Standards Act, 2006 ("**FSS Act**") for it to carry out its business. The Vendor shall provide the details of its FSSAI License and a clear and legible image of the same shall be displayed on the Platform;
 - 10.3. it shall at all times, ensure that the food and beverages, provided by the Vendor to the Buyers through byhomechefs' Platform, satisfy the requirement laid down under the FSS Act and all other statutory amendments or re-enactments, rules and regulations made thereunder that maybe for the time being in force;
 - 10.4. it shall at all times comply with hygiene and sanitary practices, and such other practices as may be applicable to its business, as prescribed under Schedule 4 of the Food Safety and Standard (Licensing and Registration of Food Businesses) Regulations, 2011;
 - 10.5. it has full power and capacity to enter into and perform its obligations under this Merchant Terms and has taken all necessary corporate and other actions to authorise the execution and performance thereof, mere use of the Platform and Services will constitute valid and binding obligations on and against it, in accordance with its terms;
 - 10.6. it is the sole author of, owns or otherwise controls all content provided to byhomechefs, or has been granted the right to use such content / information

(including menus) from the rights holder and does not violate or infringe the rights of any third party or applicable laws;

- 10.7. all information provided by the Vendor to byhomechefs, including all information contained in the Vendor's menu, service offerings, inclusions and exclusions is and shall at all times be true, accurate and correct and not misleading in any respect;
- 10.8. it shall be solely liable for the quality of all its products, including all food and beverages and the packaging of the same, and shall at all times be in compliance with applicable laws;
- 10.9. it will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Prevention of Corruption, Act 1988;
- 10.10. it shall adhere to and comply with delivery schedules and timelines that has been represented for products on the Platform;
- 10.11. it shall not use alternate means (including but not limited to phone/emails/SMS) to connect with the Buyer using the Platform, to take Orders and thereby circumventing the Platform transactions;
- 10.12. it shall ensure, at all time, its personnel, its employees and representatives (**Vendor Personnel**) behave in a respectable and courteous manner with PDPs, byhomechefs representatives and as well as with the Buyers. Vendor Personnel shall not be rude, behave discourteously, or use foul or abusive language at any interaction. It shall at all time promptly report to byhomechefs immediately, any behavioural issue by the PDPs or byhomechefs representatives or Buyers for suitable action;
- 10.13. it shall process and execute the Orders promptly, correctly and within the stipulated service level timelines, as follows;
- 10.14. must confirm the Order within 6 minutes from the time the same having been relayed to it on the byhomechefs Partner Application. We may send reminder after 2 minutes and shall allocate call to the Vendor after 6 minutes from the time Order having been replayed to it and if not confirmed by the Vendor by then. In the event, that the Vendor does not confirm the Order after byhomechefs.com has made attempt/s to call the Vendor, the Order will be deemed as cancelled by the Vendor. An intimation of such cancellation shall be sent to Vendor and such cancellation shall be treated as Vendor Cancellation and byhomechefs.com shall reserve the right to recover Service Fee for such cancelled Order.
- 10.15. items must be securely packed (with separate stickers / packing material differentiating between vegetarian and non-vegetarian contents) and kept ready in packaged condition, marked as 'Ready for delivery', and handed over to the pick-up and delivery personnel, upon his/her arrival. Vendor shall ensure, at all times, the pick-up and delivery personnel shall not be required to wait beyond 10 minutes to collect such packaged items.
- 10.16. issue valid tax invoice against each Order fulfilled and a copy of such invoice shall be included in the package.
- 10.17. it must always ensure it shall prepare the Ordered items as per the Order placed by the Buyer and shall be solely responsible for all the cost and consequences, if in case

of supply of wrong items. The delivery personnel shall only deliver the packaged items handed over to him/her by the Vendor and shall not be liable to verify the correctness of the item(s) in an Order. It shall be the responsibility of the Vendor to verify whether all items packed are correct and as per the Order received.

- 10.18. it shall be solely liable for delays in the delivery of Orders and/or repeat deliveries undertaken for reasons attributable to the Vendor, and the Vendor undertakes to keep byhomechefs.com fully and effectively indemnified against the same.
 - 10.19. it shall use / display, in accordance with byhomechefs.com's instructions, all the collaterals and other materials supplied by byhomechefs.com in relation to all Orders delivered through byhomechefs.com;
 - 10.20. it shall not use the labels, trademarks, branding or collaterals of any third-party, including but not limited to byhomechefs.com's direct competitors, for deliveries made using byhomechefs.com Services;
 - 10.21. it shall share with byhomechefs.com legible and clear images of products offered for sale to Buyers through the Platform in compliance of image guidelines as may be issued by byhomechefs.com from time to time. The Vendor shall provide a minimum of 3 images of each product of the menu, for display on the Platform. byhomechefs.com shall facilitate photography services upon request, on chargeable basis;
 - 10.22. it shall ensure that it will at all times maintain parity in the pricing of its products offered for sale on the Platform as against its other sales channels, including but not limited to other online aggregators and its self-operated retail locations for better Buyer experience. It is clarified that, for the purposes of the present clause, product(s) shall mean and include the food or beverage item offered for sale, its quality, quantity and the packaging utilised;
 - 10.23. it shall list pre-packaged food products at a ceiling price equal to or less than the Maximum Retail Price as indicated on such product;
 - 10.24. it agrees that in the event of a Vendor's failure to comply with deliverables and on receipt of any communication/complaint from Buyers to this effect, byhomechefs.com shall be at liberty to, on verifying the same, refund such Buyer for excess amounts charged against a product(s) and deduct the same from the Vendor from future settlements; and
 - 10.25. it shall be alert to the advisories issued by byhomechefs.com on ancillary charges that may be chargeable by Vendors to Buyers on the Platform. The Vendor shall, in view of such advisories being issued to adopt best industry practices and in the interest of Vendors and Buyers, endeavour to adhere to such advisories swiftly.
11. Each Party hereby grants to the other Party a non-exclusive, non-transferable, worldwide, royalty free right to use, copy, publish and display the other Party's trademarks, logos, name, menu and related information solely in connection with the promotion and marketing of the collaboration between byhomechefs.com and the Vendors and related purposes, including for publishing on the Platform.
 12. Notwithstanding these terms and conditions of Service, byhomechefs reserves the right to temporarily discontinue Services or permanently terminate with immediate effect for material

breach or non-compliance by the Vendor which includes, but is not limited to, the following instances;

- 12.1. Buyer complaints received by byhomechefs which are directly or indirectly attributable to the quality of food provided by the Vendor either through poor ratings, as defined by byhomechefs, through calls placed with byhomechefs or through any other means;
- 12.2. Breach of the provisions of the Food Safety and Standards Act, 2006 and the rules and regulations, made thereunder, by Vendor;
- 12.3. Non-adherence to byhomechefs' delivery schedules and timelines that has been represented for products on the byhomechefs Platform;
- 12.4. Misbehaviour with byhomechefs' representatives/personnel;
- 12.5. Inclusion of marketing or promotional material belonging to competitors in Orders delivered by byhomechefs' Personnel;
- 12.6. Breach of the representations and warranties of the Vendor; or
- 12.7. Any other material breach of the terms.

byhomechefs.com may resume provision of Services to the Vendor at its own discretion.

13. Notwithstanding anything contained under clause 12 hereinabove, byhomechefs has the right to immediately delist any of the food products from the Platform, which is not in compliance with the Food Safety and Standards Act, 2006 or the rules or regulations, made thereunder.
14. The Vendor acknowledges that all Services offered by byhomechefs on the byhomechefs Platform are non-exclusive in nature.
15. Either Party can terminate this contract providing 15 days' prior written notice to the other Party. byhomechefs shall reserve the right to delist the Vendor at the end of 15th Day. Upon termination in accordance with the terms hereof, Vendor shall only be required to service Orders already placed through byhomechefs prior to such expiry or earlier termination of this MoU, and byhomechefs shall be entitled to receive Service Fee for such Orders. byhomechefs may at its option elect not to terminate this Agreement, however, shall have right to suspend the services during the notice period.

16. Your Account and Registration Obligations

If you use the Platform, you shall be responsible for maintaining confidentiality of your login and password details and all activities that occur with the use of your login and password details. You agree that if you provide any information or content, required under these terms and conditions to be put up on the Platform, which is untrue, inaccurate, not current, or

incomplete or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with the Merchant Terms, we shall have the right to indefinitely suspend, terminate or block you from accessing the Platform. Your registration with byhomechefs as a Vendor is exclusively for your use to gain access to the Platform and is strictly not transferable.

17. Communications

When you use the Platform or send emails, other data, information, or communication to us, you agree and understand that you are communicating with us through electronic records and you consent to receive communications via electronic records from us periodically or as and when required. We may communicate with you by email or any other mode of communication, electronic or otherwise.

18. byhomechefs Partner App & Use

Vendor shall be granted access to byhomechefs partner App for hand held devices and at its sole discretion byhomechefs shall issue hand held device to the Vendor (with embedded partner App) and the Vendor shall:

- 18.1. ensure it has a functional tablet / mobile with the byhomechefs partner App at all times in Order to (a) receive and confirm Buyer Orders and provide estimates of delivery times or; (b) reject the Order through the Partner Application;
- 18.2. in case it declines Orders through the tablet / mobile provided however, then it shall not use alternate means (phone/ emails) to connect with the Buyer in parallel to take Orders and thereby circumventing the process;
- 18.3. execute the Orders promptly and indicate the estimated time of preparation of food to process the Order delivery including updating the Order status (e.g. food prepared etc.) through the partner App;
- 18.4. Communicate with byhomechefs service operator through the phone call and/or SMS.
- 18.5. Manage real time status of item stock/inventories and restaurant operations

19. Disclaimer

20. To the fullest extent permitted by law, byhomechefs and its affiliates, and each of their respective officers, directors, members, employees, and agents disclaim all warranties, express or implied, in connection with these Merchant Terms, the byhomechefs Services and any use thereof, including, without limitation, the implied warranties of Vendor ability, fitness for a particular purpose and non-infringement. byhomechefs makes no warranties or representations about the accuracy or completeness of the Platform's or the byhomechefs services' content or the content of any other websites linked to the Platform, and assumes no liability or responsibility for any:

- 20.1. errors, mistakes, or inaccuracies of content and materials,
- 20.2. personal injury or property damage, of any nature whatsoever, resulting from the Vendor's access to and use of the Platform and the byhomechefs services,
- 20.3. any unauthorized access to or use of byhomechefs servers and/or any and all personal information and/or financial information stored therein,
- 20.4. any interruption or cessation of transmission to or from the Platform or otherwise with respect to the byhomechefs Services,
- 20.5. any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Platform or the byhomechefs services by any third party, and/or

- 20.6. any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Platform or the byhomechefs services. byhomechefs disclaims any and all liability for direct, indirect, incidental, special, consequential, punitive or other similar damages that may arise due to any deficiency in the Orders attributable to the Vendor, any malfunction or error on byhomechefs by the Vendor including but not limited to, technical errors, delays, omissions, inaccuracies in the content provided. byhomechefs disclaims and all liability that may arise due to any violation of the Food Safety and Standards Act, 2006 and applicable rules and regulations made thereunder and such liability shall be attributable to the Vendor.

21. **Confidentiality**

Each Party agrees that the information provided while availing the Services is confidential and of substantial value to the other Party may be disclosed to the other Party. Such information may include, but is not limited to, unpublished software code, technical processes, product designs, financial information, business plans or material related to advertising or marketing. All such information shall be confidential and shall be kept confidential by both Parties throughout the Term and for a period of 2 years thereafter

22. **Intellectual Property**

- 22.1. Each Party owns all right, title and interest in their respective trade names, service marks, inventions, copyrights, trade secrets, patents, and other intellectual property ("**Intellectual Property**"). These Merchant Terms do not constitute a license or a right to use any Party's Intellectual Property other than as expressly set out in these Merchant Terms. You and we agree that, in the event of any third-party claims infringement of its intellectual property rights on the Platform, and such content which is alleged to have infringed such third party intellectual property rights has been shared on the Platform by you, it shall be your responsibility to investigate, defend, settle and discharge any such intellectual property infringement claim in relation to such content on the Platform.

- 22.2. You recognise that byhomechefs is the registered owner of the word mark



'byhomechefs' and the logo including but not limited to its variants ('Licensed Marks') and further agree not to directly or indirectly, attack or assist another in attacking the validity of byhomechefs or its affiliates proprietary rights in, the Licensed Marks or any registrations thereof, or file any applications for the registration of the Licensed Marks or any names or logos derived from or confusingly similar to the Licensed Marks, any variation thereof, or any translation or transliteration thereof in another language, in respect of any products/services and in any territory throughout the world. In the event you notice any infringements of Licensed Marks, please write to us at info@byhomechefs.com

- 22.3. byhomechefs respects third party intellectual property rights and has put in place a 'IP Notice and Take Down Policy' so that intellectual property owners can easily report listings that infringe their right to ensure that infringing products are removed from the site, as such intellectual property violations erode Buyer and good Vendor trust.
- 22.4. Only the intellectual property rights owner can report potentially infringing products or listings through 'Take Down Policy' by way of Notice of infringement in the specified format. If you are not the intellectual property rights owner, you can still help by getting in touch with the rights owner and encouraging them to contact us.

(Note: byhomechefs does not and cannot verify that Vendors have the right or ability to sell or distribute their listed products. However, byhomechefs is committed ensure that item listings do not infringe upon intellectual property rights of third parties once an authorized representative of the rights owner properly reports them to byhomechefs.)

23. **Indemnity**

- 23.1. You agree to defend, indemnify and hold harmless byhomechefs, its affiliates and its and their respective officers, directors, employees and agents from and against all actions, third party civil and criminal claims, liabilities, losses, damages and expenses, including but not limited to reasonable attorney's fees, arising out of or relating to the Orders, services or offers supplied by the you, or arising out of or relating to your content listed on the Platform.
- 23.2. byhomechefs agrees to defend, indemnify and hold harmless Vendor and its officers, directors, employees and agents from and against all actions, third party civil and criminal claims, liabilities, losses, damages and expenses, including but not limited to reasonable attorney's fees, arising out of or relating to any claim arising solely due to a breach by byhomechefs of its obligations under this Agreement

24. **Limitation of Liability**

For the purposes of this clause, "**Liability**" means liability in or for breach of contract, negligence, misrepresentation, tortious claim, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement. byhomechefs does not exclude or limit Liability for any Liability that cannot be excluded by law. Subject to the preceding sentence, neither Party shall be under any Liability for loss of actual or anticipated profits, loss of goodwill, loss of business, loss of revenue or of the use of money, loss of contracts, loss of anticipated savings, loss of data and/or undertaking the restoration of data, fraudulent Orders,

any special, indirect or consequential loss, and such liability is excluded whether it is foreseeable, known, foreseen or otherwise. However, byhomechefs will use its best endeavours to ensure that the unintentional operational errors do not occur, byhomechefs cannot provide any warranty or guarantee in this regard. Notwithstanding anything to the contrary herein set out, byhomechefs' aggregate liability under this Agreement and respective Merchant Terms shall not exceed the total value of a Disputed Order.

25. No Waiver

No failure or delay by any Party in exercising any right, power or remedy under these Merchant Terms or provided by law shall operate as a waiver thereof or affect that right, power or remedy. No waiver by any Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

26. Relationship

The Parties agree that nothing in these Merchant Terms shall be construed as creating the relationship of employer and employee, master and servant, or principal and agent, or a partnership, or a joint venture of any kind whatsoever between the Parties or between the parties and its respective contractors / employees. byhomechefs is, and shall remain an independent contractor with respect to their performance hereunder and shall have no right or authority to assume or create any obligation, express or implied on behalf of the Vendor and vice versa

27. Governing Law

This Merchant Terms shall be governed by and construed in accordance with the laws of India and the parties irrevocably submit to the exclusive jurisdiction of the Courts at Gurugram.

28. Severability

If any provision of these Merchant Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Merchant Terms which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

29. Notice

All notices under these Merchant Terms shall be sent by registered post acknowledgment due, contemporaneous courier or email to the address mentioned below; HBK Technologies LLP, Registered office - E 10/11/12, 2nd Floor, Triveni Complex, Jawahar Park, Laxmi Nagar, Delhi 110092, India Time: 10.00 AM to 5.30 PM from Monday to Friday. If the Vendor notices any discrepancy in the Settlement of Collections, the Vendor may raise a ticket by writing an email to partner@byhomechefs.com and the same will be mutually resolved by both parties within 15 days from the date on which the ticket was raised.

byhomechefs.com shall issue notice to Vendor vide registered post acknowledgment due, contemporaneous courier, partner App or email or mobile number registered with byhomechefs.com.

30. Force Majeure

If at any time during the course of the agreement between Vendor and byhomechefs, the performance in whole or in part by either party or any obligations under the contract shall be prevented or delayed by reasons of acts of God, war, hostilities, invasions, act of public enemies, civil commotion, sabotage, fire, explosions, flood, cyclone, earthquake, epidemics and any form of government restrictions on business operations, adverse climatic conditions and other unforeseen events or circumstances etc. (hereinafter referred to as “Force Majeure Conditions”) which directly affect the performance of obligations and which are beyond the reasonable control of either party, provided notice of the happening of any one or more of the Force Majeure Conditions is given by either party on occurrence of the Force Majeure Conditions, the obligation of the party giving notice shall stand suspended without any liability towards the other party so long as such Force Majeure Conditions continues except such obligations as may have accrued till the date of commencement of the Force Majeure.

31. Anti-Bribery

In case the Parties become aware of any benefit in cash or in kind being provided to any officer or employee, or any relative / associate of any officer or employee, of the other Party or of any of its associate companies, in order to secure this transaction, it shall notify the other Party of the same and the Parties will determine the way forward.

Payment Terms

1. Definitions

1. The term “**Gross Value**” shall mean the aggregate of the following as stored in byhomechefs’ database (i) the items included in each Order as calculated on the basis of the price, rates and features of items listed in the menu; (ii) the packaging charges, if any and (iii) GST and other such taxes as applicable.
2. The term “**Net Value**” shall mean the System Value excluding GST and such other taxes that may be applicable.
3. The term “**Service Fee**” shall mean and include:
 1. “**Platform Service Fee**”, means the fee for Platform Services provided by byhomechefs to the Vendor and shall include listing fee and lead generation fee;
 2. “**Delivery Service Fee**”, means the fee for Delivery Services facilitated through byhomechefs through PDP.
4. The term “**Successfully Delivered Order**” shall mean Orders for which Collections have been made.
5. The term “**Disputed Order/s**” shall mean those Orders for which Buyers have either refused to pay for or have claimed partial or full refund, as applicable, for reasons that are attributable to Vendor, including but not limited to, Buyer’s expectations not being met or Buyer dissatisfaction in relation to, inter alia, the quality of the products, undelivered Orders, discrepancy in the product delivered which is not in accordance with the Order placed and/or those Orders for which Buyer requests for a replacement. Such event byhomechefs shall be entitled to recover from Vendor the Service Fee form the Collections. It is clarified that

byhomechefs shall not be liable to make any payment for a Disputed Order. byhomechefs shall reserve the right to recover from Vendor, the amount paid to Buyers as refund upto the Order value. *(Note: In case the Buyer requests for a replacement, the Vendor shall be liable to provide the replacement of the Order free of cost and in such case byhomechefs shall not charge Service Fee for the replacement Order additionally. byhomechefs undertakes, on a reasonable effort basis, to employ strong controls to prevent any misuse by the Buyer under this clause.)*

6. The term “**GST**” shall mean goods and service tax.
 7. The term “**Other Services**” shall mean the other services that are provided by byhomechefs to Vendors which is agreed upon by way of a separate MoU.
 8. The term “**Other Charges**” shall mean the charges that are applicable to Vendor for Other Services which will agreed upon by both the parties separately.
 9. The term “**Gross Merchandise Value**” (**GMV**)” shall mean the aggregate of the following as stored in byhomechefs.com’s database (i) the items included in each Order as calculated on the basis of the price, rates and features of items listed in the menu before discounts, whatsoever; (ii) the packaging charges, if any and (iii) GST and other such taxes as applicable.
2. byhomechefs shall charge Vendor/s Service Fee for the Services provided. The Vendor shall pay Service Fees to byhomechefs as agreed between the Parties under the duly executed memorandum of understanding or letter of understanding by and between byhomechefs and the Vendor/s (“**MoU**”), which term shall include references to any amendments made thereto. The Service Fees are subject to GST and other taxes applicable thereon at the prevailing rates.
 3. byhomechefs shall collect the payments against undisputed Orders from the Buyers (the “**Collections**”) and shall remit to the bank account of the Vendor as specified hereinabove. byhomechefs shall be entitled to make the following deductions (“**Deductions**”) from the Collections: (i) Service Fees for the applicable Settlement Period, including Service Fees for Disputed Orders (ii) Other Charges as mentioned under the MoU and (iii) GST & other taxes applicable thereon at the prevailing rates, from weekly settlement remittance for the applicable Settlement Period.
 4. Upon the expiry or earlier termination of the MoU in accordance with the terms thereof, byhomechefs and the Vendor shall only be required to service Orders already placed through Platform prior to such expiry or earlier termination, and byhomechefs shall be entitled to deduct payments for such Orders in accordance with this Payment Terms.
 5. In the event of any change to the System Value, the Vendor shall inform byhomechefs of such change at least 4 working days prior to effecting such changes. The System Value will be deemed to be updated with the changes as communicated by the Vendor on the 5th working day from the date of receipt of such written communication by byhomechefs. It is however clarified that for the purpose of determining the value of an Order, only the System Value, as

updated in accordance with this clause, shall be considered as the final value. byhomechefs shall not be liable or responsible in any way for any change in menus by the Vendor, except to the extent already informed by the Vendor to byhomechefs in accordance with this clause.

6. Mode of Payment

1. Settlement of the Collections shall occur on a weekly basis (and in accordance with the payment systems and nodal account guidelines prescribed by the Reserve Bank of India) to allow for adjustments towards Disputed Orders (the “**Settlement Period**”) subject to deductions specified hereinabove. The Settlement Period for Orders Serviced from Sunday to Saturday shall be on or before Wednesday of the following week. If the Settlement Period falls on a bank holiday, it shall be deemed to be the following working day.
2. byhomechefs shall raise invoices for the Service Fees for the applicable Settlement Period, and the applicable Service Fees shall be deducted from the Collections. The balance Collections shall be remitted by byhomechefs to the Vendor at the end of the Settlement Period.

Important Notice: the above-mentioned claims or any other declarations are made by the Vendors themselves and the responsibility and liability of such claims or declarations shall solely rest with the Vendors. byhomechefs shall undertake no responsibility and liability of the claims or declarations made by the Vendor on the Platform.