



TERMS AND CONDITIONS

This document is an electronic record in terms of 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 (Guidelines for Intermediaries and Digital Media Ethics Code) Rules, 2021 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of www.swiggy.com website and Swiggy applications for mobile and handheld devices.

1. Terms of Use

These terms of use (the "Terms of Use") and other policies (including but not limited to the Cancellation & Refund Policy, Privacy Policy and Take Down Policy) govern your use of our website www.swiggy.com (the "Website") and the Swiggy applications including "Swiggy app", "Swiggy Instamart app" for mobile and handheld devices (each an "App" and together the "Apps"). The Website and the Apps are jointly referred to as the "Platform". Please read these Terms of Use carefully before you use the services. These Terms of Use will apply to the services made available on the Platform, to the extent that they are accessed or used by the user. If you do not agree to these Terms of Use, you may not use the services on the Platform, and we request you to uninstall the Apps. By installing, downloading or even merely using the Platform, you shall be contracting with Swiggy and you signify your acceptance to this Terms of Use and other Swiggy policies (including but not limited to the Cancellation & Refund Policy, Privacy Policy and Take Down Policy) as posted on the Platform and amended from time to time, which takes effect on the date on which you download, install or use the Platform, and create a legally binding arrangement to abide by the same.

The Platform is owned and operated by Swiggy Limited, a company incorporated under the laws of India and having its registered office at No.55, Sy No.8-14, Ground Floor, I&J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli, Bengaluru - 560103, Karnataka, India. For the purpose of these Terms of Use, wherever the context so requires, "you", "user", or "User" shall mean any natural or legal person who shall transact on the Platform by providing registration data during registration on the Platform as a registered user using any computer systems. The terms "Swiggy", "we", "us" or "our" shall mean Swiggy Limited.

Swiggy enables transactions on its Platform between participating merchants and buyers, dealing in (a) prepared food and beverages, (b) consumer goods, and (c) other products and services ("Platform Services"). The buyers ("Buyer/s") can choose and place orders ("Orders/") from a variety of products and services listed and offered for sale by merchants including but not limited to the restaurants, eateries and retail outlets ("Merchant/s"), on the Platform. Further, the Buyer can also place Orders for undertaking certain tasks on the Platform ("Tasks").

Swiggy enables delivery of such Orders or completion of Tasks at select localities of serviceable cities across India ("Delivery Services") by connecting third party service providers i.e. pick-up and delivery partners ("PDP/s") who will be responsible for providing the pick-up and delivery services and completing the Tasks initiated by the users of the Platform i.e., Buyers or Merchants). The Platform Services and Delivery Services are collectively referred to as "Services". For both Platform Services and Delivery Services, Swiggy is merely acting as an intermediary between the Merchant and the Buyers and/or PDPs and Buyers/Merchants.

PDPs are individual entrepreneurs engaged with Swiggy on voluntary, non-exclusive and principal to principal basis to provide aforementioned services for service fee. PDPs are independent contractors and are free to determine their timings of work. Swiggy does not exercise control on the PDPs and the relationship between the PDPs and Swiggy is not that of an agent and principal or employee and employer.

For the pickup and delivery services and completing the Tasks, PDPs may charge the users of the Platform (Buyers or Merchants), a service fee (inclusive of applicable taxes whenever not expressly mentioned) determined on the basis of various factors including but not limited to distance covered, time taken, demand for Delivery Services/Tasks, real time analysis of traffic and weather conditions, seasonal peaks or such other parameters as may be determined from time to time.

2. Account Registration, Access And Eligibility

2.1. Access to the Platform

You may gain access the Platform by (i) registering to create an account ("Swiggy Account") and become a member ("Membership"), (ii) if you already have a Swiggy Account, then by logging into your Swiggy Account on the App; or (iii) by registering to join by logging into your account with certain third party social networking sites ("SNS") (including, but not limited to, Facebook); each such account, a "Third Party Account", via our Platform, as described below. The Membership is limited for the purpose, are subject to the Swiggy Policies, and strictly not transferable.

As part of the functionality of the Platform Services, you may link your Swiggy Account with Third Party Accounts, by either:

- (i) providing your Third Party Account login information to us through the Platform; or
- (ii) allowing us to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account.

TERMS AND CONDITIONS

subject to any usage limitations imposed by such SNS.

By granting us access to any Third Party Account, you understand that we will access, make available and store (if applicable) any content or information that you may have provided to and stored in your Third Party Account ("SNS Content") such that it is available on the Platform via your Swiggy Account

Unless otherwise specified in these Terms of Use, all SNS Content, if any, will be considered to be your content for all purposes of these Terms of Use.

Depending on the Third Party Accounts, you choose, and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts will be available on and through your Swiggy Account on the Platform

In the event that a Third Party Account or associated service is rendered unavailable or our access to such Third Party Account is terminated by such SNS, then SNS Content will no longer be available on and through the Platform.

We will create your Swiggy Account for your use of the Platform Services based upon the personal information you provide to us or that we obtain via SNS, as described above. You are permitted to have only one Swiggy Account and are not permitted to create multiple accounts. Swiggy reserves the right to suspend such multiple accounts without being liable for any compensation where you have created multiple accounts on the Platform.

Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Platform. Only individuals who are 18 years of age or older may use the Platform and avail the Services. If you are under 18 years of age and you wish to download, install, access or use the Platform, your parents or legal guardian must acknowledge and agree to the Terms of Use and Swiggy Policies. Should your parents or legal guardian fail to agree or acknowledge the Terms of Use and Swiggy Policies, you shall immediately discontinue its use. Swiggy reserves the right to terminate your Membership and/or deny access to the Platform if it is brought to Swiggy's notice that you are under the age of 18 years. You agree to use the Services only in compliance with these Terms of Use and applicable law, and in a manner that does not violate our legal rights or those of any third party(ies).

If you choose to use the Platform, it shall be your responsibility to treat your user identification code, password and any other piece of information that we may provide, as part of our security procedures, as confidential and not disclose the same to any person or entity other than us. You shall be solely responsible for any actions under your Swiggy Account, whether or not authorized by you. You shall immediately notify us of any unauthorized use of your Swiggy Account. We shall at times and at our sole discretion reserve the right to disable any Swiggy account or user identification code or password in the event you fail to comply with any of the provisions of these Terms of Use.

We shall at times and at our sole discretion reserve the right to disable any Swiggy account or user identification code or password in the event you fail to comply with any of the provisions of these Terms of Use.

As we are providing Services in the selected cities of India, we have complied with applicable laws of India in making the Platform and its content available to you. In the event the Platform is accessed from outside India or outside our delivery zones, it shall be entirely at your risk. We make no representation that the Platform and its contents are available or otherwise suitable for use outside select cities. If you choose to access or use the Platform from or in locations outside select cities, you do so on your own and shall be responsible for the consequences and ensuring compliance of applicable laws, regulations, byelaws, licenses, registrations, permits, authorisations, rules and guidelines.

You shall at all times be responsible for the use of the Services through your computer or mobile device and for bringing these Terms of Use and Swiggy policies to the attention of all such persons accessing the Platform on your computer or mobile device.

You understand and agree that the use of the Services does not include the provision of a computer or mobile device or other necessary equipment to access it. You also understand and acknowledge that the use of the Platform requires internet connectivity and telecommunication links. You shall bear the costs incurred to access and use the Platform and avail the Services, and we shall not, under any circumstances whatsoever, be responsible or liable for such costs you agree to provide accurate, current and complete information during the registration process and update such information to keep it accurate, current and complete

We reserve the right to suspend or terminate your Swiggy Account and your access to the Services (i) if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete; (ii) if it is believed that your actions may cause legal liability for you, other users or us; and/or (iii) if you are found to be non-compliant with the Terms of Use or other Swiggy policies.

Goods and services purchased from the Platform are intended for your personal use and you represent that the same are not for resale or you are not acting as an agent for other parties.

3. Amendments

TERMS AND CONDITIONS

for regularly reviewing the Terms of Use and the other Swiggy policies and note the changes made on the Platform. Your continued use of the Platform and the Services after any change is posted, constitutes your acceptance of the amended Terms of Use and other Swiggy policies. As long as you comply with these Terms of Use, Swiggy grants you a personal, non-exclusive, non-transferable, limited privilege to access, enter, and use the Platform. By accepting these Terms of Use, you also accept and agree to be bound by the other terms and conditions and Swiggy policies (including but not limited to Cancellation & Refund Policy, Privacy Policy) as may be posted on the Platform from time to time.

Swiggy 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.

4. Use of Platform and Services

All commercial/contractual terms are offered by and agreed to between Buyers and Merchants alone with respect to products and services being offered by the Merchants. The commercial/contractual terms include without limitation price of products and/or services, applicable taxes, shipping costs, payment terms, date, time, and mode of delivery, warranties related to products and services (if any) and after sales services related to products and services (if any). Swiggy 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 Merchants. Swiggy may, however, offer support services to Merchants in respect to Order fulfillment, mode of payment, payment collection, call centre support and other ancillary services, pursuant to independent contracts executed between Swiggy and the Merchants. The price of the product and services offered by the Merchant are determined by the Merchant itself and Swiggy has no role to play in such determination of price in any way whatsoever.

Upon acceptance of any Order or Task by the PDPs, the pickup and delivery services or Task completion services (as the case may be) undertaken by him/her, shall constitute a separate contract for services between Merchants/Buyers and PDPs. Swiggy shall not be responsible for the services provided by PDP to Merchants/Buyers through the Platform. Swiggy may, however, offer support services to PDPs in respect of Order fulfillment, payment collection, call centre support, and other ancillary services, pursuant to independent contracts executed between Swiggy and the PDPs

Swiggy does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc.) of any of the Merchants. You are advised to independently verify the bona fides of any particular Merchant that you choose to deal with on the Platform and use your best judgment on that behalf. All Merchant offers and third-party offers are subject to respective party terms and conditions. Swiggy takes no responsibility for such offers.

Swiggy neither make any representation or warranty as to the specifics (such as quality, value, salability, etc.) of the products or services proposed to be sold or offered to be sold or purchased on the Platform nor does implicitly or explicitly support or endorse the sale or purchase of any products or services on the Platform. Swiggy accepts no liability for any errors or omissions, whether on behalf of itself or third parties.

Swiggy does not make any representation or warranty with respect to any aspect of the services being provided by the PDPs through the Platform including but not limited to pick up and delivery services and Task completion services to the Merchants or Buyers as the case may be.

Swiggy is not responsible for any unsatisfactory or non-performance of services or breach of any contract entered into between the Buyers and Merchants, and between the Merchants/Buyers and PDP on the Platform. Swiggy cannot and does not guarantee that the concerned Buyers, Merchants and PDPs will perform or honour any transaction concluded on the Platform. Swiggy 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.

Swiggy is only operating an online marketplace and assumes the role of facilitator, and does not at any point of time during any transaction between Buyer and Merchant and/or Buyer and PDP on the Platform come into or take possession of any of the products or services offered by Merchant or PDP. At no time shall Swiggy hold any right, title or interest over the products nor shall Swiggy have any obligations or liabilities in respect of such contract entered into between the Buyer and the Merchant and/or Buyer and the PDP.

Swiggy 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 Merchant and the Buyer. In case of complaints from the Buyer pertaining to efficacy, quality, or any other such issues, Swiggy shall notify the same to Merchant and may also redirect the Buyer to the consumer call center of the Merchant. The Merchant shall be liable for redressing Buyer complaints. In the event you raise any complaint on any Merchant accessed using our Platform, we shall assist you to the best of our abilities by providing relevant information to you, such as details of the Merchant and the specific Order to which the complaint relates, to enable satisfactory resolution of the complaint.

Similar to the above, Swiggy is only providing a platform for communication with PDP and does not provide any pick-up and delivery services or Task completion services with respect to the Orders placed by Merchants/Buyers on the Platform as it is merely facilitating Delivery Services by connecting the Merchants/Buyers with the PDP through the Platform. In case of complaints by the Merchants/Buyers for deficiency or lapse in the delivery services or Task completion services

TERMS AND CONDITIONS

5.1. By using the Platform you represent and warrant that:

- I. All registration information you submit is truthful, lawful and accurate and that you agree to maintain the accuracy of such information
- II. Your use of the Platform shall be solely for your personal use and you shall not authorize others to use your account, including your profile or email address and that you are solely responsible for all content published or displayed through your account, including any email messages, and your interactions with other users and you shall abide by all applicable local, state, national and foreign laws, treaties and regulations, including those related to data privacy, international communications and the transmission of technical or personal data.
- III. All necessary licenses, consents, permissions and rights are owned by you and there is no need for any payment or permission or authorization required from any other party or entity to use, distribute or otherwise exploit in all manners permitted by these Terms of Use and Privacy Policy, all trademarks, copyrights, patents, trade secrets, privacy and publicity rights and / or other proprietary rights contained in any content that you submit, post, upload, distribute or otherwise transmit or make available.
- IV. You will not (a) use any services provided by the Platform for commercial purposes of any kind, or (b) advertise or sell any products, services or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use any public forum for commercial purposes of any kind. In the event you want to advertise your product or service contact contact@swiggy.in
- V. You will not use the Platform in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion.
- VI. You will not post, submit, upload, distribute, or otherwise transmit or make available any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage the Platform or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the Platform.
- VII. You will not use another person's username, password or other account information, or another person's name, likeness, voice, image or photograph or impersonate any person or entity or misrepresent your identity or affiliation with any person or entity.
- VIII. You will not engage in any form of antisocial, disrupting, or destructive acts, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet.
- IX. You will not discriminate against any Merchants, Buyers or PDPs based on race, religion, caste, national origin, disability, sexual orientation, sex, marital status, gender identity, age or any other metric which is deemed to be unlawful under applicable laws. Any credible proof of such discrimination, including any refusal to provide or receive goods or services based on the above metrics, whether alone or in conjunction with any other metric, whether lawful or unlawful, shall render you liable to lose access to the Platform immediately. You will not have any claim towards, and we will not have any liability towards any termination which is undertaken as a result of the aforementioned event.
- X. You will not delete or modify any content of the Platform, including but not limited to, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that you do not own or have express permission to modify any part of the Platform or the Platform software; or any equipment or any network on which the Platform is stored or any equipment of any third party
- XI. You shall not host, display, upload, download, modify, publish, transmit, update or share any information which:
 - i. belongs to another person and which you do not have any right to;
 - ii. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libelous, slanderous, criminally inciting or invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
 - iii. is misleading or misrepresentative in any way;
 - iv. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - v. harasses or advocates harassment of another person;
 - vi. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
 - vii. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
 - viii. infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity;
 - ix. promotes an illegal or unauthorized copy of another person's copyrighted work (see "copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
 - x. contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);

TERMS AND CONDITIONS

- viruses;
- xiii. contains video, photographs, or images of another person (with a minor or an adult);
 - xiv. tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
 - xv. engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of products related to the Platform. Throughout these Terms of Use, Swiggy's prior written consent means a communication coming from Swiggy's Legal Department, specifically in response to your request, and expressly addressing and allowing the activity or conduct for which you seek authorization;
 - xvi. solicits gambling or engages in any gambling activity which is or could be construed as being illegal;
 - xvii. interferes with another user's use and enjoyment of the Platform or any third party's user and enjoyment of similar services;
 - xviii. refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use;
 - xix. harm minors in any way;
 - xx. infringes any patent, trademark, copyright or other intellectual property rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
 - xxi. violates any law for the time being in force;
 - xxii. deceives or misleads the addressee/users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - xxiii. impersonate another person;
 - xxiv. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
 - xxv. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any criminal offence or prevents investigation of any offence or is insulting any other nation;
 - xxvi. is false, inaccurate or misleading;
 - xxvii. directly or indirectly, offers, attempts to offer, trades or attempts to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation, or guideline for the time being in force; or
 - xxviii. creates liability for us or causes us to lose (in whole or in part) the services of our internet service provider or other suppliers.
- XII. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. We reserve our right to prohibit any such activity.
- XIII. You shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, "password mining" or any other illegitimate means.
- XIV. You shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look- up, trace or seek to trace any information on any other user of or visitor to Platform, or any other Buyer, including any account on the Platform not owned by you, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Platform.
- XV. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about us or the brand name or domain name used by us including the name 'Swiggy', or otherwise engage in any conduct or action that might tarnish the image or reputation, of Swiggy or Merchant on Platform or otherwise tarnish or dilute any Swiggy's trade or service marks, trade name and/or goodwill associated with such trade or service marks, as may be owned or used by us. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or Swiggy's systems or networks, or any systems or networks connected to Swiggy.
- XVI. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform.
- XVII. You shall not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Platform or any service offered on or through the Platform. You shall not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- XVIII. You Shall not use the Platform or any content on the Platform for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal

TERMS AND CONDITIONS

applicable exchange control laws or regulations in force); and (c) international laws, foreign exchange laws, statutes, ordinances and regulations (including, but not limited to GST, income tax, custom duty, local levies) regarding your use of our service and your listing, purchase, solicitation of offers to purchase, and sale of products or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

XX. In order to allow us to use the information supplied by you, without violating your rights or any laws, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in your Information, in any media now known or not currently known, with respect to your Information.

XXI. You shall not engage in advertising to, or solicitation of, other users of the Platform to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Platform or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other users via the Platform.

XXII. It shall be a violation of these Terms of Use to use any information obtained from the Platform in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than us without our prior explicit consent. In order to protect our users from such advertising or solicitation, we reserve the right to restrict the number of messages or emails which a user may send to other users in any 24-hour period which we deem appropriate in its sole discretion. You understand that we have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Platform) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and you hereby expressly authorize us to) disclose any information about you to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

We reserve the right, but has no obligation, to monitor the materials posted on the Platform.

Swiggy shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use.

Notwithstanding anything contained above, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE PLATFORM AND IN YOUR PRIVATE MESSAGES.

Please be advised that such content posted does not necessarily reflect Swiggy views. In no event shall Swiggy assume or have any responsibility or liability for any content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Platform. You hereby represent and warrant that you have all necessary rights in and to all content which you provide and all information it contains and that such content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Platform, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Platform.

You hereby acknowledge that other users (including unauthorized users or 'hackers') may post or transmit offensive or obscene materials on the Platform and that you may be involuntarily exposed to such offensive and obscene materials. You also acknowledge that it is possible for others to obtain personal information about you due to your use of the Platform, and that the recipient may use such information to harass or injure you. We do not approve of such unauthorized uses, but by using the Platform You acknowledge and agree that we are not responsible for the use of any personal information that you publicly disclose or share with others on the Platform.

Swiggy shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services), hacking, pen testing attempts without our prior consent or a mutual legal agreement.

5.2. Terms of Service

I. The Buyer agrees and acknowledges that Swiggy shall not be responsible for:

- i. The services or goods provided by the Merchants including but not limited to serving of food Orders suiting your requirements and taste;
- ii. The Merchant's services or goods, or services provided by PDPs not being up to Buyer expectations or leading to any loss, harm or damage to him/her;
- iii. The availability or unavailability of certain items on the menu;
- iv. The Merchant serving the incorrect Orders; or
- v. Product liability of goods provided by the Merchants.

II. The details of the products/ menu and price list available on the Platform with respect to restaurant services, goods or any other services are based on the information provided by the Merchants and Swiggy shall not be responsible for any change or cancellation or unavailability.

TERMS AND CONDITIONS

- Merchants. Swiggy will not be responsible for any delay in the delivery of an Order.
- V. Buyer understands that there are certain Merchants who undertake delivery of their goods and services to the Buyer and the Merchant may charge the Buyer for such service. Swiggy exercises no control on such delivery services and same shall be under the control of Merchant alone and hence all or any disputes arising out of such delivery services shall be between Buyer and Merchant alone. Swiggy shall not be responsible for such delivery services and assumes no liability for disputes arising out of the same.
- VI. Buyer's Order will be only delivered to the address designated by him/her at the time of placing the Order on the Platform. Buyer's Order will be cancelled in the event of any change of the address as informed by the PDP and Buyer shall not be entitled to any refund for the same. Delivery of goods and services in the event of change of the delivery location shall be subject to acceptance by the PDP or sole discretion of Swiggy.
- VII. The Buyer shall undertake to provide adequate directions, information and authorisations to accept delivery. In the event of no delivery due to any act or omission attributable to Buyer, the goods or services shall be deemed to have been delivered to the Buyer and all risk and responsibility in relation thereto shall pass to the Buyer without being entitled to any refund.
- VIII. The Buyer understands that Swiggy's (including Merchant's and PDP's) liability ends once Order has been delivered to him/her, except where the product liability of the Merchant subsists.
- IX. Buyer shall be required to provide credit or debit card details to the approved payment gateways while making the payment on the Platform. In this regard, Buyer agrees to provide correct and accurate credit/ debit card details to the approved payment gateways for availing the Services. Buyer shall not use the credit/ debit card which is not lawfully owned by Buyer, i.e. in any transaction, Buyer must use his/her own credit/ debit card. The information provided by the Buyer will not be utilized or shared with any third party unless required in relation to fraud verifications or by law, regulation or court order. Buyer shall be solely responsible for the security and confidentiality of his/her credit/ debit card details. We expressly disclaim all liabilities that may arise as a consequence of any unauthorized use of your credit/ debit card.
- X. Swiggy does not offer any refunds against goods or services already purchased from a Merchant or PDP through the Platform unless an error that is directly attributable to Swiggy has occurred during the purchase of such product or services.
- XI. Buyer agrees that the Services shall be provided through the Platform only during the working hours of the relevant Merchants and PDPs.
- XII. You agree and grant permission to Swiggy to receive promotional SMS and e-mails from Swiggy or allied partners. In case you wish to opt out of receiving promotional SMS or email please send a mail to support@swiggy.in

6. Order Booking and Financial Terms

The Platform allows the Buyers to place Orders and upon acceptance of such Orders by the Merchants, Swiggy will, subject to the terms and conditions set out herein, facilitates delivery of goods or services, or completion of Tasks through the PDPs.

Swiggy does not own, sell, resell on its own such products offered by the Merchants, and/or does not control the Merchants or the related services provided in connection thereof. Buyer understands that any Order that he/she places shall be subject to the terms and conditions set out in these Terms of Use including, but not limited to, product availability, delivery location serviceability, and acceptance of Orders by Merchants/PDPs.

As a general rule, all Orders placed on the Platform and Delivery Services are treated as confirmed. However, upon Buyer's successful completion of booking an Order, we may call the Buyer on the telephone or mobile number provided to confirm the details of such Order, price to be paid and the estimated delivery time. For this purpose, Buyer will be required to share certain information with us, including but not limited to Buyer's (i) first and last name (ii) mobile number; and (iii) email address. It shall be Buyer's sole responsibility to bring any incorrect details to our attention.

In addition to the foregoing, we may also contact you by phone and / or email to inform and confirm any change in the Order, due to availability or unavailability or change in Order or change in price of any item in the Order as informed by the Merchant. You hereby agree and acknowledge that any change or confirmation of the Order shall be treated as final. It is clarified that Swiggy reserves the right to not to process Buyer's Order in the event Buyer or Merchant or PDP is unavailable on the phone or any other means of communication at the time when we call you for confirming the Order and such event the provisions of the Cancellation and Refund Policy shall be applicable.

All payments made against the Orders or Services on the Platform by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. The Platform will not facilitate transactions with respect to any other form of currency with respect to the Orders or Services made on Platform. You can pay by (i) credit card or debit card or net banking; (ii) any other RBI approved payment method at the time of booking an Order; or (iii) credit or debit card or cash at the time of delivery. You hereby agree and acknowledge that the payment facility provided by Swiggy is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment on delivery, collection and remittance facility for the transactions on the Platform using the existing authorized banking infrastructure and credit card payment gateway networks. Further, by providing payment facility, Swiggy is neither acting as trustees nor acting in a fiduciary capacity with respect to the transaction or the transaction price.

TERMS AND CONDITIONS

are responsible for remitting such amounts to the Merchant or PDP. You shall not, under any circumstances whatsoever, make any payment directly to the Merchant for Order bookings or to the PDP for delivery of the Order or completion of the Task made using the Platform. For PDPs, in addition to their delivery charges, you may also be charged an amount towards delivery surge for delivery of your order facilitated by the PDP, which is determined on the basis of various factors including but not limited to distance covered, time taken, demand for delivery, real time analysis of traffic and weather conditions, seasonal peaks or such other parameters as may be determined from time to time ("Delivery Surge"). You agree that Swiggy is authorized to collect, on behalf of the PDPs, the Delivery Surge for the delivery service provided. The Delivery Surge may vary from order to order, which may be determined on multiple factors which shall include but not be limited to Merchant, order value, distance, demand during peak hours. Swiggy will use reasonable efforts to inform you of the Delivery Surge that may apply to you, provided you will be responsible for the Delivery Surge incurred for your order regardless of your awareness of such Delivery Surge.

Buyer agrees to pay for the total amount for the Order placed on the Platform. Swiggy will collect the total amount in accordance with these Terms of Use and the pricing terms set forth in the applicable listing of product or restaurant service for the particular Merchant, apart from the delivery fees for Delivery Services. Please note that we cannot control any amount that may be charged to Buyer by his/her bank related to our collection of the total amount, and we disclaim all liability in this regard.

In connection with Buyer's Order, he/she will be asked to provide customary billing information such as name, billing address and credit card information either to us or our third party payment processor. Buyer agrees to pay us for the Order placed by you on the Platform, in accordance with these Terms, using the methods described under clause VIII (6) above. Buyer hereby authorizes the collection of such amounts by charging the credit card provided as part of requesting the booking, either directly by us or indirectly, via a third party online payment processor or by one of the payment methods described on the Platform.

If Buyer is directed to our third-party payment processor, he/she may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using such third party's services. Once the Order is confirmed you will receive a confirmation email summarizing the confirmed booking.

The final tax bill will be issued by the Merchant and PDP (if registered for tax purposes) to the Buyer along with the Order and Swiggy is merely collecting the payment on behalf of such Merchant and PDP. All applicable taxes and levies, the rates thereof and the manner of applicability of such taxes on the bill are being charged and determined by the Merchant and PDP. Swiggy holds no responsibility for the legal correctness/validity of the levy of such taxes. The sole responsibility for any legal issue arising on the taxes shall reside with the Merchant and the PDPs.

The prices reflected on the Platform, including packaging, are determined solely by the Merchant and are listed based on Merchant's information. On rare occasions, prices may change at the time of placing Order due to Merchant changing the menu price without due intimation and such change of price are at the sole discretion of the Merchant attributing to various factors beyond control.

In order to continually improve and provide you/ Buyer with a seamless experience we need to ensure maintenance and upkeep of our application/platform. For such upkeep and maintenance, we may, charge a nominal non-refundable amount from you/Buyer as 'platform fees inclusive of applicable taxes'.

Disclaimer: Prices on any product(s) as reflected on the Platform may due to some technical issue, typographical error or product information supplied by Merchant be incorrectly reflected and in such an event Merchant may cancel Buyer's Order(s).

The Merchant shall be solely responsible for any warranty/guarantee of the goods or services sold to the Buyers and in no event shall be the responsibility of Swiggy.

The transactions are bilateral between the Merchant and Buyer, and between Merchant/Buyer and PDP, therefore, Swiggy is not liable to charge or deposit any taxes applicable on such transactions.

7. Cancellations and Refunds

Please refer to the Cancellation and Refund Policy for cancellation and refunds terms in relation to usage of the Platform for availing Services.

8. No Endorsement

We do not endorse any Merchant. In addition, although these Terms of Use require you to provide accurate information, we do not attempt to confirm, and do not confirm if it is purported identity. We will not be responsible for any damage or harm resulting from your interactions with other users.

By using the Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other users or other third parties will be limited to a claim against the

TERMS AND CONDITIONS

9a. Specific Terms with respect to Use of Platform for purchase of Pharmaceutical Products

Buyer can use the Platform for purchase of various medicines and pharmaceutical products from the pharmacy stores that requires a valid medical prescription issued by a medical expert/doctor to be provided to a registered pharmacist for the purpose of dispensing such medicines and pharmaceutical products ("Prescription Drugs"), offered for sale on the Platform by the Merchant. In Order to purchase Prescription Drugs from the Merchant through the Platform, Buyer is required to upload a scanned copy of the valid prescription on the Platform. The Order would not be processed by the Merchant until a copy of a valid prescription is uploaded on the Platform, which shall be in turn shared with the Merchant. The Merchant will verify the prescription uploaded by Buyer and in case of the Merchant observes any discrepancy in the prescription uploaded by Buyer, the Merchant may reject the Order. Buyer is also required to make the original prescription available at the time of delivery of the Prescription Drugs. Buyer shall allow the PDP to stamp the original prescription at the time of medicine delivery failing which medicines will not be delivered.

Buyer understands and agrees that Swiggy's Platform is merely a technology platform and the medicines and pharmaceutical products are sold by the Merchant. Swiggy shall not be held responsible in any manner for any error or omission or act committed on part of the Merchant.

Buyer agrees and undertakes that he/she will not repeat the use of prescription for which drugs have already been dispensed. In case a Buyer found repeating the use of prescription, the Order will be cancelled immediately. In any event, Swiggy shall not be responsible for any adverse effects or harm caused to Buyer.

Buyer agrees and confirms that he/she is completely aware of the indications, side effects, drug interactions, effects of missed doses or overdose of the medicines Buyer Order through the Platform. It is imperative to seek professional advice from Medical practitioner before purchasing or consuming any medicine.

The Merchant/Swiggy may maintain a record of the prescriptions uploaded by the Buyers.

9b Tobacco Products

Buyer agrees and undertakes that he/she will not use the Platform to purchase cigarettes and other tobacco products if he/she is below the age of 18 years (21 for Karnataka).

The PDP may request Buyer to provide a valid age proof at the time of delivery of cigarettes and/or other tobacco products, Buyer agrees and undertakes to provide a valid age proof, if requested for verification. If the Buyer is below the age of 18 years (21 for Karnataka) the PDP shall cancel the Order. Buyer shall not place Order for loose cigarettes.

Please refer to the Cancellation and Refund Policy for cancellation and refunds terms in relation to usage of the Platform for availing Services.

9c Specific Terms with respect to Use of Platform for purchase of alcoholic beverages

Eligibility to use the Wine Shop category in the Platform: By accessing the Wine Shop category in the Platform, the Buyer represents that he/she is of legal drinking age in Buyer's state of domicile and/or where he/she is accessing the Platform and has not been previously suspended or prohibited from accessing or otherwise availing the Services of the Platform.

Mandatory age and Know Your Customer (KYC) verification: The Buyer agrees to undergo and complete mandatory age and KYC verification process to access the Platform. The Buyer undertakes to provide a valid and legible KYC document for the purpose of verification, failing which he/she will not be allowed to access the Platform. The Buyer shall be solely liable as to the veracity of the KYC documents provided by him/her, Swiggy undertakes no liability in this regard. Collection of the Buyer's details and documents for verification will be subject to our Privacy Policy.

One Time Password (OTP) at the time of delivery: Once the Order for alcoholic beverages is placed, the Buyer will receive an OTP on his/her registered mobile number which the Buyer should mandatorily provide to the PDP to receive delivery of the Order of alcoholic beverages. If OTP is not provided to the PDP, the Buyer's Order in this case will be cancelled without any refund, and the products will not be delivered to him/her. The Buyer agrees and undertakes that he/she will not share the OTP with any person below the legal drinking age to collect delivery of his/her Order of alcoholic beverages.

Delivery Address: The Buyer agrees and undertakes that he/she will not provide the address of any public place including but not limited to educational institution, hospital, religious places as delivery address for the Order. If the delivery address is found to be the address of a public place, Swiggy reserves the right to immediately cancel the Order without being liable to process any refund. Please refer to the Cancellation and Refund Policy for cancellation and refunds terms in relation to usage of the Platform for availing Services.

9d. Specific Terms with respect to Use of Platform for availing Services of Swiggy Genie

The pick-up and drop off services are offered by and agreed to between the Users and the PDP alone. Swiggy assumes the role of facilitator only and Swiggy merely provides a Platform to facilitate pick-up and drop off services between PDP and Users. At no point of time, Swiggy shall be held responsible or liable for any transactions between Users and PDP and for the services offered by PDP.

TERMS AND CONDITIONS

You agree that the details of the items for pick-up and drop or concierge services, and the pick-up and drop location are provided or entered by you in the Platform, in accordance with which the PDP will render the services and perform the Task. Swiggy shall not be held responsible for any issues concerning the Task as the same is performed by the PDP as per your sole instructions and/or the details provided by you.

You agree and undertake that you shall not request for a pick-up or drop of any item which is illegal, hazardous, dangerous, or otherwise restricted or prohibited under any statute or law or regulation for transportation including but not limited to, items classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), BCAS (Bureau of Civil Aviation Security) or other government or regulatory agencies; radio-active, incendiary, corrosive or flammable substances, hazardous chemicals, explosives, firearms or parts thereof and ammunition, firecrackers, cyanides, precipitates, gold and silver ore, bullion, precious metals and stones, jewellery, semi-precious stones including commercial carbons or industrial diamonds, currency of any nationality, securities, coupons, stamps, negotiable instruments in bearer form, cashier's cheques, travellers' cheques, money orders, sodexo pass, passports, credit/debit/ATM cards, antiques, works of art, lottery tickets and gambling devices, crockeries, livestock, fish, insects, animals, plants and plant material, human corpses, organs or body parts, blood, urine and other liquid diagnostic specimens, hazardous or bio-medical waste, wet ice, pornographic materials, perishable foodstuffs, fragile glassware, contraband, bottled alcoholic beverages or any intoxicant, infectious item or narcotics and psychotropic substances, Indian Postal Articles and all items that infringe the Indian Postal Act of 1898, liquid, semi-liquid and gases, machinery parts containing oil, grease, fuel or batteries, philately items, oxidizing substances and organic peroxides solids, etc. You further agree that you shall not request for pick-up or drop of item(s) which require special transportation permit or require any special license under applicable law and/or item(s) which exceed beyond the dimensions of 14*14 inches and weight beyond 12 kgs.

In the event of you requesting transportation of any illegal or unlawful or prohibited items as mentioned above or which is otherwise restricted under any applicable law, Swiggy has the right to report the same to the law enforcement authorities.

In the event, during transit of your item(s) from pick-up location to drop-off location or while undertaking concierge services, if police or other law enforcement agencies demand for display of the item(s) for verification, the PDP shall have the right to display the item(s) to such authorities.

You agree and undertake that you shall abstain from sending high value item(s) whilst using the Services through the Platform and if you use the Services to send any high value item, it shall be at your own risk only and Swiggy shall not be held responsible for loss or any damage caused to such item(s). It is your sole responsibility to insure the item(s) to cover the risk of loss or damage to your item(s) during transit, Swiggy shall not be responsible for the same.

Swiggy and the PDP shall have the right to deny performance of Task(s) where it is not possible for the PDP to transfer the item(s) from the pick-up location to the drop-off location due to the big volume of the item(s)

You understand and agree that the recipient of the item(s) should be available at the drop-off location at time communicated for delivery of the item(s). In the event the recipient is not available at the drop-off location or refuses to take delivery or cannot be located by the PDP, you will receive a notification either through the relevant App and/or SMS and/ or a phone call ("Non-acceptance Message"). On receipt of Non-acceptance Message, it shall be your responsibility to take re-delivery of the item(s) at your location on payment of additional cost which may be communicated by Swiggy. In the event you refuse to pay the cost of re-transportation or re-delivery of the item(s) for which a Non-acceptance Message has been sent to you, you hereby authorize Swiggy and/the PDP to hold the item(s) in lieu of its claim of re-transportation of the item(s) and subject to payment of the said amount release the item(s) in your favour. In the event you fail to act in the matter and take re-delivery of the item(s) from the PDP, within the reasonable time especially in case perishable goods or goods with limited shelf life, you hereby waive all your claims to such item(s) and declare that Swiggy or the PDP shall not be liable for any loss or damage caused or suffered, to the item(s), whether directly or indirectly.

Please refer to the Cancellation and Refund Policy for cancellation and refunds terms in relation to usage of the Platform for availing Services.

9e. Swiggy - User Terms & Conditions (T&C) for Swiggy DineOut Services

The Platform also allows Users to discover and connect with Merchants for onsite dining through certain services ("DineOut"). Swiggy DineOut Services allow users to identify Merchants around their location, evaluate them basis ratings and reviews, explore the available Swiggy One Program Plans (Please, find available space and seating times, reserve seating, and avail of special offers (including food and beverage offerings), other benefits, and discounts ("Offers") by identifying themselves as a DineOut User.

Dineout Users, whether or not as a subscribed member of Swiggy, are entitled to avail discounts and Offers by transacting with the Merchant through the Swiggy Platform, in accordance with these T&C and other Swiggy Policies.

For the purpose of this T&C, "Invoiced Amount" shall mean the total amount set out in the bill/invoice raised by the Restaurant for food and beverages ordered by the User at the Restaurant, and shall include applicable taxes, service charge and other charges as may be applicable. Any discount provided as a part of the Offer, shall be applied on the final Invoiced Amount.

TERMS AND CONDITIONS

Offer or benefits can be availed in a day by such User.

Dineout offers may differ from Offers or benefits for other types of services on the Platform

- Dineout

Restaurant Offers

User can use the Platform and Dineout to discover restaurants and avail of offers.

As always, we only allow Users to transact with Merchants and do not however guarantee their performance (including their personnel or third party at their premises), the dining services, quality of food or beverage, which are the sole responsibility and are to be provided and/or otherwise performed by the Merchant.

We are therefore not responsible for the service, eligibility, or termination of the Merchant. As provided above in these T&C, we may also terminate your use of DineOut and/or your Account upon your committing fraud of any kind with regards to your obligation to pay in full for services availed on our Platform.

We reserve the right to at any time without notice, change the terms applicable to DineOut, including the value, validity, expiration period, and/or your ability to redeem existing Offers or benefits. Prices may vary from regular menu on special holidays. Please identify yourself as a DineOut User to confirm offers at Merchants, especially on these dates.

- Liability Limitation: Notwithstanding anything otherwise set out herein, Swiggy shall in no manner be liable in any way for any in-person experience while using Dineout. The Platform shall not be liable for any acts or omissions on part of the Restaurant including deficiency in service, quality of food, time taken to serve or any other experience of the User. Restaurants are solely responsible for their interactions with you and any and all claims, injuries, illnesses, damages, liabilities, and costs (Claims) suffered by you as a result of your (or such recipient's) interaction with or visit to any Restaurant or merchant or from any promotion, offer, product or service of any Restaurant or Merchant. Users must resolve all disputes directly with Restaurants. To the maximum extent permitted by applicable law, you hereby release Swiggy from any and all such Claims.
- Contact Us: You may write to us at legal@swiggy.in for any further queries with regard to the DineOut Services.
- Offers & benefits.

Depending on your city or place of residence, you may be able to avail only certain Offers provided by Swiggy and the relevant Restaurant, provided that, the User strictly complies with all the terms and conditions of Swiggy and the relevant Restaurant partner. For the purposes of clarity, these Offers shall be subject to certain additional terms and conditions, such as the details of such Offer, their validity, etc. Such Offer terms may be changed or modified from time to time. Therefore, prior to availing any Offers, it is your responsibility to review the terms and conditions governing such Offers/benefits provided by Swiggy From time to time, Swiggy may run marketing and promotional campaigns which may provide Offers and other promotional offers to be used on the Platforms.

Any Offers may not be valid when used in conjunction with other promotions, discounts or other vouchers. Additional terms and conditions may apply to such Offers.

Unless otherwise stated, Offers can only be used on our Platforms.

Offers & discounts cannot under any circumstance be combined with other discounts at the Restaurant such as (but not limited to) other promotions from the restaurant, credit card promotions, senior citizen, kids' meals, discounts, per-discounted set meals etc.

Swiggy reserves the right to void, discontinue or reject the use of any Offer without any prior notice.

We may exclude certain Restaurants from the use of Offers at any time without prior notice to you.

The Offers:

can be redeemed at selected Restaurants only and the list of such Restaurants may be updated periodically;

may be changed or added from time to time. You are advised to check the Offer terms and conditions being offered by Swiggy and/or the Restaurant at the time of placing your order;

cannot be exchanged for cash not valid on take away or delivery;

can only be availed in the selected city or authorised Restaurants; and

can only be availed by Users who have subscribed to Swiggy DineOut Services.

Payment

TERMS AND CONDITIONS

Other terms and conditions

- Communications from Swiggy. If you use our Platform, Swiggy may communicate with you via electronic messages, including email, text message/SMS, or mobile push notifications in accordance with our privacy policy.
- Personal Information. Users will be required to share certain personal information with Swiggy and/or the Restaurant including but not limited to their name, phone number, email address in order to avail the DineOut and the User hereby permits Swiggy to share such personal information with the Restaurant for by the Restaurant. Swiggy will use these details in accordance with the Privacy Policy published here confirming such User's booking and/or such other communication relating to but not limited to the DineOut or any promotions.
- Technical Requirements. Use of the DineOut requires Internet access through your mobile device. You are responsible for all mobile carrier data or text message charges resulting from your use of the DineOut, including from any notifications provided by the Platform. In order to use the text message based services, you must maintain an active account with a carrier of electronic communications through mobile devices and you may not use a prepaid cellular phone to access such text message services. Swiggy does not guarantee that the Platform will be compatible with all devices or will be supported by all mobile carriers.
- Modifications of DineOut. Swiggy reserves the right, in its sole discretion, to modify DineOut from time to time and without notice, including, without limitation, by removing, adding, or modifying portions of the DineOut or these T&C or Restaurants. Swiggy shall have no liability to you for any of the foregoing actions. If you object to any such changes, your sole recourse shall be to cease using the DineOut. Continued use of the DineOut following any such changes shall indicate your acknowledgment of such changes and satisfaction with all the Services.
- Intellectual Property Rights and Grant of Rights to User. The features, information, and materials provided and depicted through the DineOut Services are protected by copyright, trademark, patent, and other intellectual property laws. All text, graphical content, video, data, and other content made available through the DineOut Services (collectively, the Swiggy Content) are provided to User by Swiggy or its partners or licensors solely to support User's permitted use of the DineOut Services. The Swiggy Content in the Platform or DineOut Services or these T&C may be modified from time to time by Swiggy in its sole discretion. Except as expressly set forth herein, no license is granted to User for any other purpose, and any other use of the DineOut Services or the Swiggy Content by User shall constitute a material breach of this T&C. Swiggy and its partners (including Restaurants) or licensors retain all rights in the DineOut Services and Swiggy Content and any associated patents, trademarks, copyrights, mask work rights, trade secrets, or other intellectual property rights. No license, right, or interest in any trademarks of Swiggy or any third party is granted under this T&C.
- Applicability of other Swiggy Policies: You hereby agree that at all times, this T&C shall be read in conjunction with the other terms and conditions of the Swiggy Policies. As such, all other terms and conditions listed therein shall also be applicable to this Swiggy DineOut Services and the same need not be expressly repeated herein.
- Termination. Swiggy may suspend your ability to use all or any element of the DineOut Services or may terminate this agreement effective immediately, without notice or explanation. Without limiting the foregoing, Swiggy may suspend your access to the DineOut Services if we believe you to be in violation of any part of this T&C (including any Swiggy Policies). After any suspension or termination, you may or may not be granted permission to use the DineOut Services or re-establish an Account. You agree that Swiggy shall not be liable to you for any suspension or termination of this agreement or for any effects of any termination of this agreement. You are always free to discontinue your use of the DineOut Services at any time. You understand that any termination of your Account may involve deletion of any content stored in your Account for which Swiggy will have no liability whatsoever.
- Liability Limitations. EXCEPT AS EXPRESSLY SPECIFIED HEREIN, IN NO EVENT SHALL SWIGGY BE LIABLE FOR ANY INJURIES, LOSSES, CLAIMS, OR DIRECT DAMAGES OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE OUT OF OR ARE ANY WAY CONNECTED WITH (1) THIS T&C (INCLUDING ANY CHANGES THERETO), (2) ANY USE OF THE SWIGGY PLATFORM, DINEOUT SERVICES, THE SWIGGY CONTENT, OR THE USER CONTENT, (3) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO, THE USE OR INABILITY TO USE ANY COMPONENT OF ANY OF THE SERVICES), OR (4) YOUR VISIT TO ANY RESTAURANT OR THE PERFORMANCE, NON-PERFORMANCE, CONDUCT, OR POLICIES OF ANY RESTAURANT OR MERCHANT IN CONNECTION WITH THE SERVICES. IN ADDITION, YOU SPECIFICALLY UNDERSTAND AND AGREE THAT ANY THIRD PARTY DIRECTING YOU TO THE SWIGGY SITE BY REFERRAL, LINK, OR ANY OTHER MEANS IS NOT LIABLE TO USER FOR ANY REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR LOSS ASSOCIATED WITH THE USE OF THE SERVICES OR THE SWIGGY CONTENT. SWIGGY IS NEITHER AN AGENT OF NOR OTHERWISE ASSOCIATED WITH ANY RESTAURANT FOR WHICH A USER HAS MADE A RESERVATION, CLAIMED AN OFFER OR PROMOTION, OR PAID A BILL USING THE PAYMENT SERVICES. IF THE DISCLAIMER OF DIRECT DAMAGES ABOVE IS NOT ENFORCEABLE AT LAW, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE SWIGGY POLICIES, YOU EXPRESSLY AGREE THAT OUR LIABILITY TO YOU (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION) WILL NOT EXCEED THE LAST FEE YOU PAID. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW

TERMS AND CONDITIONS

essential elements of this T&C and that they represent a reasonable allocation of risk. In particular, you understand that Swiggy would be unable to make the DineOut Services available to you except on these terms and agree that this T&C will survive and apply even if any limited remedy specified in this T&C is found to have failed of its essential purpose.

- **Disclaimer of Warranties.** YOU UNDERSTAND THAT USE OF THE DINEOUT SERVICES IS AT YOUR OWN RISK AND SWIGGY CANNOT GUARANTEE THAT THE DINEOUT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE DINEOUT SERVICES, ALL SWIGGY CONTENT, AND ANY OTHER INFORMATION, PRODUCTS, AND MATERIALS CONTAINED IN OR ACCESSED THROUGH THE DINEOUT SERVICES, ARE PROVIDED TO USER ON AN AS IS BASIS AND WITHOUT WARRANTY OF ANY KIND. SWIGGY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, OR INDEMNITIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. SWIGGY DOES NOT WARRANT THAT YOUR USE OF THE DINEOUT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT SWIGGY WILL REVIEW THE INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE DINEOUT SERVICES FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN ANY SUCH INFORMATION OR MATERIALS WITHOUT LOSS. SWIGGY SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SWIGGY. THE FOREGOING DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- **Third-Party Websites, Applications and Services.** The DineOut Services may contain hypertext links to websites and applications operated by parties (including the onboarded Restaurants) other than Swiggy. Such hypertext links are provided for User's reference only, and Swiggy does not control such websites and is not responsible for their content. Swiggy's inclusion of any hypertext links to such websites or applications does not imply any endorsement of the material on such websites or applications or any association with their operators. Swiggy assumes no liability whatsoever for any such third-party websites, applications or any content, features, products, or services made available through such third-party websites or applications.

9f. Swiggy One, Swiggy One Lite, and Swiggy One BLCK Membership Program Specific Terms

Effective from 11th December 2024

These are the terms and conditions ("Terms") for Swiggy One, Swiggy One Lite, and Swiggy One BLCK ("Swiggy One Program") membership programs offered by Swiggy to its Users on the Platform. These Terms shall govern your use of our services offered under the Swiggy One, Swiggy One Lite, and Swiggy One BLCK membership programs. Please read these Terms carefully before you subscribe to any of these memberships. These Terms are subject to modifications, to comply with legal requirements. You have the following options under the Swiggy One Program, and you can choose from these options at your sole discretion based on suitability.

Swiggy One Program Plans *(Please refer to your Swiggy App for plan details)*

The distances from the restaurant location to the customer's location shall be captured as per Google map driving directions data at the time of placing the Order. Swiggy shall not be held responsible or liable for the accuracy or efficacy of such data.

The Swiggy One, Swiggy One Lite, and Swiggy One BLCK benefits are available for orders above a certain amount. Please check FAQs on the Platform for more details.

Additional discounts specific to the Swiggy One Program will be applicable on the discounted values of the food items post-application of any generally available coupons on the Platform.

Subscription Fee, Payment and Activation:

Swiggy shall charge, and You agree to pay such membership fee, as may be determined by Swiggy from time to time. You can use Credit Card, Debit Card, Net Banking, Swiggy Money, and other available third-party payment options to subscribe to Swiggy One, Swiggy One Lite, or Swiggy One BLCK. However, Cash on Delivery (COD) payment option can be used to subscribe only when clubbed together with a placed Order. The subscription shall be activated upon successful payment through the Swiggy Platform. In case Swiggy One, Swiggy One Lite, or Swiggy One BLCK membership is purchased along with an Order and if such Order is canceled, then the membership shall also stand canceled, and the subscription amount will be refunded. You can access the detailed FAQs in the Help Section.

Cancellation or Termination

Swiggy One or Swiggy One Lite membership once purchased, cannot be canceled or terminated during the effective period of the membership. Swiggy One BLCK membership allows for cancellations, with the validity for cancellation and refund duration communicated at the time of purchase.

Modification/ Cancellation of Membership by Swiggy

Swiggy may cancel or modify your Swiggy One, Swiggy One Lite, or Swiggy One BLCK membership at its sole discretion without notice. If we do so, we will issue a prorated refund based

TERMS AND CONDITIONS

PDPs. Our failure to insist upon or enforce your strict compliance with these Terms will not constitute a waiver of any of our rights.

Important Notice

These Terms are special terms and as such restricted to only Orders placed through Swiggy and when You are a Swiggy One, Swiggy One Lite, or Swiggy One BLCK member and do not supersede the Swiggy Terms of Use, unless specifically called out here. We reserve the right to modify these Terms at any time without notice by posting changes on the Platform. You shall be responsible for updating yourself of such changes by accessing the changes on the Platform. Your continued usage of Swiggy One, Swiggy One Lite, or Swiggy One BLCK after any change is posted constitutes your acceptance of the amendments made to the Terms.

General Terms & Conditions

- We reserve the right to accept or refuse membership at our sole discretion.
- We may send you an email or other communication related to Swiggy One, Swiggy One Lite, or Swiggy One BLCK (regardless of settings or preferences related to your Swiggy account).
- You may not transfer or assign your Swiggy One, Swiggy One Lite, or Swiggy One BLCK membership or any benefits, except as allowed in these Terms.
- From time to time, we may choose in our sole discretion to add or remove benefits for Swiggy One, Swiggy One Lite, or Swiggy One BLCK.
- The delivery services shall always be provided by the PDP, and all other terms and conditions enumerated in the Terms of Use are applicable.
- Swiggy reserves the right to offer Swiggy One, Swiggy One Lite, or Swiggy One BLCK in select cities and for select Merchants at its sole discretion.
- Swiggy One, Swiggy One Lite, and Swiggy One BLCK membership features are available only on the App. Free deliveries are applicable only on food Orders for participating restaurants, Instamart Orders, Swiggy Genie, and Swiggy Mall Orders, subject to minimum order amounts.
- Swiggy One, Swiggy One Lite, and Swiggy One BLCK memberships can be used only on **2 devices at a time**. These memberships are priced for **individual and personal usage**, reducing misuse and ensuring affordability and sustainability for Swiggy.

9g. Swiggy Money:

For Swiggy Money users (applicable to the users who have created the wallet with ICICI before June 30, 2023): You agree and acknowledge that, for any positive balance remaining in the Swiggy Money powered by ICICI, you have or will receive the Gift Card of equivalent amount from Swiggy and once the gift card is received by you, there shall be no further concerns regarding the amount in Swiggy Money.

Limitation of Liability

IN ADDITION TO OTHER LIMITATIONS AND EXCLUSIONS IN SWIGGY'S CONDITIONS OF USE AND SALE, IN NO EVENT WILL WE OR OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO SWIGGY. OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE LAST MEMBERSHIP FEE YOU PAID. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR SWIGGY ONE MEMBERSHIP.

All disputes related to this Swiggy One Membership will be subject to the exclusive jurisdiction of courts of Bangalore only.

These terms and conditions are co-extensive and concurrent with Swiggy's other terms and conditions and the Privacy Policy listed on this Platform. As such, all other terms and conditions listed hereinbefore shall also be applicable to this Swiggy One Membership and the same need not be expressly repeated herein.

For more details on our sellers

[List1](#), [List2](#), [List3](#), [List4](#), [List5](#), [List6](#), [List7](#), [List8](#), [List9](#), [List10](#), [List11](#), [List12](#), [List13](#), [List14](#),

10. Indemnity

You release and fully indemnify Swiggy and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Platform and specifically waive any claims that you may have in this behalf under any applicable laws of India. Notwithstanding its reasonable efforts in that behalf, Swiggy cannot take responsibility or control the information provided by other Users which is made available on the Platform. You may find other User's information to be offensive, harmful, inconsistent, inaccurate, or deceptive. Please use caution and practice safe trading when using the Platform.

11. Access to the Platform, Accuracy and security

We endeavour to make the Services available during Merchant or PDP working hours. However, we do not represent that access to the Platform will be uninterrupted, timely, error free, free of viruses or other harmful components or that such defects will be corrected

TERMS AND CONDITIONS

material from, or as a result of using, the Platform. We shall also not be liable for the actions of third parties.

We do not represent or warranty that the information available on the Platform will be correct, accurate or otherwise reliable.

We reserve the right to suspend or withdraw access to the Platform to you personally, or to all users temporarily or permanently at any time without notice. We may any time at our sole discretion reinstate suspended users. A suspended User may not register or attempt to register with us or use the Platform in any manner whatsoever until such time that such user is reinstated by us.

Relationship with operators if the Platform is accessed on mobile devices

In the event the Platform is accessed on a mobile device, it is not associated, affiliated, sponsored, endorsed or in any way linked to any platform operator, including, without limitation, Apple, Google, Android or RIM Blackberry (each being an "Operator").

Your download, installation, access to or use of the Platform is also bound by the terms and conditions of the Operator.

You and we acknowledge that these Terms of Use are concluded between you and Swiggy only, and not with an Operator, and we, not those Operators, are solely responsible for the Platform and the content thereof to the extent specified in these Terms of Use. The license granted to you for the Platform is limited to a non-transferable license to use the Platform on a mobile device that you own or control and as permitted by these Terms of Use.

We are solely responsible for providing any maintenance and support services with respect to the Platform as required under applicable law. You and we acknowledge that an Operator has no obligation whatsoever to furnish any maintenance and support services with respect to the Platform.

You and we acknowledge that we, not the relevant Operator, are responsible for addressing any claims of you or any third party relating to the Platform or your possession and/or use of the Platform, including, but not limited to:

- any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and
- claims arising under consumer protection or similar legislation.

You and we acknowledge that, in the event of any third-party claim that the Platform or your possession and use of the Platform infringes that third party's intellectual property rights, we, not the relevant Operator, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

You must comply with any applicable third-party terms of agreement when using the Platform (e.g. you must ensure that your use of the Platform is not in violation of your mobile device agreement or any wireless data service agreement).

You and we acknowledge and agree that the relevant Operator, and that Operator's subsidiaries, are third party beneficiaries of these Terms of Use, and that, upon your acceptance of these Terms of Use, that Operator will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

12. Disclaimers

THE PLATFORM MAY BE UNDER CONSTANT UPGRADES, AND SOME FUNCTIONS AND FEATURES MAY NOT BE FULLY OPERATIONAL.

DUE TO THE VAGARIES THAT CAN OCCUR IN THE ELECTRONIC DISTRIBUTION OF INFORMATION AND DUE TO THE LIMITATIONS INHERENT IN PROVIDING INFORMATION OBTAINED FROM MULTIPLE SOURCES, THERE MAY BE DELAYS, OMISSIONS, OR INACCURACIES IN THE CONTENT PROVIDED ON THE PLATFORM OR DELAY OR ERRORS IN FUNCTIONALITY OF THE PLATFORM. AS A RESULT, WE DO NOT REPRESENT THAT THE INFORMATION POSTED IS CORRECT IN EVERY CASE.

WE EXPRESSLY DISCLAIM ALL LIABILITIES THAT MAY ARISE AS A CONSEQUENCE OF ANY UNAUTHORIZED USE OF CREDIT/ DEBIT CARDS.

YOU ACKNOWLEDGE THAT THIRD PARTY SERVICES ARE AVAILABLE ON THE PLATFORM. WE MAY HAVE FORMED PARTNERSHIPS OR ALLIANCES WITH SOME OF THESE THIRD PARTIES FROM TIME TO TIME IN ORDER TO FACILITATE THE PROVISION OF CERTAIN SERVICES TO YOU. HOWEVER, YOU ACKNOWLEDGE AND AGREE THAT AT NO TIME ARE WE MAKING ANY REPRESENTATION OR WARRANTY REGARDING ANY THIRD PARTY'S SERVICES NOR WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENCES OR CLAIMS ARISING FROM OR IN CONNECTION WITH SUCH THIRD PARTY INCLUDING, AND NOT LIMITED TO, ANY LIABILITY OR RESPONSIBILITY FOR, DEATH, INJURY OR IMPAIRMENT EXPERIENCED BY YOU OR ANY THIRD PARTY. YOU HEREBY DISCLAIM AND WAIVE ANY RIGHTS AND CLAIM YOU MAY HAVE AGAINST US WITH RESPECT TO THIRD PARTY'S/MERCHANT'S/PDP'S SERVICES.

SWIGGY DISCLAIMS ALL LIABILITY THAT MAY ARISE DUE TO ANY VIOLATION OF ANY APPLICABLE LAWS INCLUDING THE LAW APPLICABLE TO PRODUCTS AND SERVICES OFFERED BY THE MERCHANT OR PDP.

TERMS AND CONDITIONS

IMPLIED, WITH RESPECT TO PROFESSIONAL QUALIFICATIONS, EXPERTISE, QUALITY OF WORK OR OTHER INFORMATION HEREIN. FURTHER, WE DO NOT, IN ANY WAY, ENDORSE ANY SERVICE OFFERED OR DESCRIBED HEREIN. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON SUCH INFORMATION.

THE INFORMATION PROVIDED HEREUNDER IS PROVIDED "AS IS". WE AND / OR OUR EMPLOYEES MAKE NO WARRANTY OR REPRESENTATION REGARDING THE TIMELINESS, CONTENT, SEQUENCE, ACCURACY, EFFECTIVENESS OR COMPLETENESS OF ANY INFORMATION OR DATA FURNISHED HEREUNDER OR THAT THE INFORMATION OR DATA PROVIDED HEREUNDER MAY BE RELIED UPON. MULTIPLE RESPONSES MAY USUALLY BE MADE AVAILABLE FROM DIFFERENT SOURCES AND IT IS LEFT TO THE JUDGEMENT OF USERS BASED ON THEIR SPECIFIC CIRCUMSTANCES TO USE, ADAPT, MODIFY OR ALTER SUGGESTIONS OR USE THEM IN CONJUNCTION WITH ANY OTHER SOURCES THEY MAY HAVE, THEREBY ABSOLVING US AS WELL AS OUR CONSULTANTS, BUSINESS ASSOCIATES, AFFILIATES, BUSINESS PARTNERS AND EMPLOYEES FROM ANY KIND OF PROFESSIONAL LIABILITY.

WE SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES OR INJURY ARISING OUT OF OR RELATING TO THE INFORMATION PROVIDED ON THE PLATFORM. IN NO EVENT WILL WE OR OUR EMPLOYEES, AFFILIATES, AUTHORS OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DECISION MADE OR ACTION TAKEN BY YOUR RELIANCE ON THE CONTENT CONTAINED HEREIN.

IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, DAMAGES ARISING FROM PERSONAL INJURY/WRONGFUL DEATH, AND DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION), RESULTING FROM ANY SERVICES PROVIDED BY ANY THIRD PARTY OR MERCHANT ACCESSED THROUGH THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Intellectual property

We are either the owner of intellectual property rights or have the non-exclusive, worldwide, perpetual, irrevocable, royalty free, sub-licensable (through multiple tiers) right to exercise the intellectual property rights, in the Platform, and in the material published on it including but not limited to user interface, layout format, Order placing process flow and any content thereof.

You recognize that Swiggy is the registered owner of the word mark 'Swiggy' and the logo including but not limited to its variants (IPR) and shall not directly or indirectly, attack or assist another in attacking the validity of, or Swiggy's 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. If you become aware or acquire knowledge of any infringement of IPR you shall report the same at brand-protection@swiggy.in with all relevant information.

You may print off one copy, and may download extracts, of any page(s) from the Platform for your personal reference and you may draw the attention of others within your organisation to material available on the Platform.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

You must not use any part of the materials on the Platform for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Platform in breach of these Terms of Use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Treatment of information provided by you

We process information provided by you to us in accordance with our Privacy Policy.

14. Third Party Content

We cannot and will not assure that other users are or will be complying with the foregoing rules or any other provisions of these Terms of Use, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

You acknowledge that when you access a link that leaves the Platform, the site you will enter into is not controlled by us and different terms of use and Privacy Policy may apply. By assessing links to other sites, you acknowledge that we are not responsible for those sites. We reserve the right to disable links to and / or from third-party sites to the Platform, although we are under no obligation to do so.

15. Severability

If any of these Terms of Use should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms of Use are intended to be

TERMS AND CONDITIONS

16. Non-assignment

You shall not assign or transfer or purport to assign or transfer the contract between you and us to any other person.

17. Governing law and dispute resolution

These Terms of Use are governed by the laws of India. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to this Platform, shall be subject to the jurisdiction of the courts at Bengaluru, Karnataka, India.

18. Waiver. Any waiver of any provision of this Terms of Use, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right.

19. Contact Us

Grievance Officer/Nodal Officer

In accordance with (1) Information Technology Act, 2000 and rules made there under, and (2) Consumer Protection (E-Commerce) Rules 2020 the name and contact details of the Grievance Officer/Nodal Officer is provided below:

Saurabh Deshpande

Swiggy Limited

Reg Office: Tower 5I&5J, Embassy Tech Village Rd, Bengaluru, Karnataka 560103 Phone: +91 - 80 6842 2422

Email: support@swiggy.in

Time: Monday - Friday (9:00 - 18:00)

20. Notice and Take Down Policy Template and Procedures

Swiggy has put in place IP Notice and Take Down Policy ("Take Down Policy") so that intellectual property owners could easily report listings that infringe their right to ensure that infringing products are removed from the site, as they affect buyer and good's seller trust.

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: Swiggy does not and cannot verify that Merchants have the right or ability to sell or distribute their listed products or services. However, Swiggy is committed to 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 Swiggy.

Reporting Instances of Intellectual Property Violations: To file a notice of infringement with Swiggy, you must provide a written communication (by email or regular mail) that sets out the information specified in the list below. The User hereby acknowledges and agrees that, should the User materially misrepresent that any content or material on the Platform infringes the User's intellectual property rights, the User shall be responsible for all damages, including but not limited to costs and reasonable attorneys' fees, incurred by the Swiggy or any affected third parties as a result of such misrepresentation. It is strongly advised that the User, uncertain of their ownership of the intellectual property rights in question, seek legal counsel prior to making any such claims of infringement on the Platform.

To expedite our ability to process your request, below format shall be used:

Identify with sufficient detail the protected work that you believe has been infringed. This includes identification of the web page or specific posts, as opposed to entire sites. Posts must be referenced by either the dates in which they appear or by the permalink of the post. Include the URL to the concerned material infringing your intellectual property right(s) [URL of a website or URL to a post, with title, date, name of the emitter], or link to initial post with sufficient data to find it;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Swiggy to locate the material Information reasonably sufficient to permit Swiggy to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;

The following mandatory statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the intellectual property right(s) owner, its agent, or the law";

The following mandatory statement: "I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the intellectual property right(s) owner or authorized to act on behalf of the owner of an exclusive intellectual property right(s) that is allegedly infringed";

Sign the document with either your physical or electronic signature; and Send the written communication to:

TERMS AND CONDITIONS

To

Swiggy Limited, No.55, Sy.no. 8-14, I & J Block, Ground Floor, Embassy Tech Village, Outer Ring Road, Devarabisanahalli, Bangalore - 560103, India

I, < > do solemnly and sincerely declare as follows:

I am the owner of certain intellectual property rights, said owner being named ("IP Owner")

I have a good faith belief that use of the material in the manner complained of is not authorized by the intellectual property right(s) owner, its agent, or the law therefore infringe the IP Owner's rights. Please expeditiously remove or disable access to the material claimed to be infringing.

I may be contacted at:

Name Designation/Title & Company

-

Postal Address (with Pin code)

-

Email Address (correspondence) Telephone/Fax

I swear, under penalty of perjury, that the information in the notification is accurate,

and that I am the intellectual property right(s) owner or am authorized to act on behalf of the owner of an exclusive intellectual property right(s) that is allegedly infringed and I make this declaration conscientiously believing it to be true and correct.

Declared by < >

on < > _____ at < > _____

Truthfully,

Signature

(Important Note: (a) Swiggy shall be unable to process requests which do not specify exact product IDs or URLs. Please do not provide links to browse pages or links of search queries as these pages are dynamic and their contents change with time. (b) Swiggy shall not consider an incomplete request. (c) Swiggy's response to such request will include removing or disabling access to material claimed to be the subject of infringing activity. For a detailed term of use of our Platform, please visit <https://www.swiggy.com/terms-and-conditions>).