

# **TERMS OF SERVICE**

Mid Night N Food (MNF)

Last Updated: November 9, 2025

## **1 Introduction**

Welcome to Mid Night N Food (MNF). These Terms of Service ("Terms") govern your use of our website, mobile application, and services (collectively, the "Platform"). By accessing or using our Platform, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our Platform.

## **2 Our Services**

MNF provides a technology platform that connects users ("you") with independent third-party food outlets ("Vendors") and independent third-party delivery partners ("Delivery Partners") to facilitate late-night food ordering and delivery services between 11:00 PM and 5:00 AM.

MNF does not prepare food and does not directly employ delivery personnel. We act solely as an intermediary to facilitate transactions.

## **3 Account Registration**

To use certain features of the Platform, you must register for an account. You agree to:

- Provide accurate, current, and complete information during the registration process.
- Maintain the security of your password and accept all risks of unauthorized access to your account.
- Immediately notify us if you discover or otherwise suspect any security breaches related to the Platform.

Services are currently restricted to specific serviceable areas (e.g., designated hostel zones and campuses).

## 4 Orders and Deliveries

### 4.1 Ordering

When you place an order through our Platform, it constitutes an offer to purchase the items from the Vendor. Orders are subject to acceptance by the Vendor and the availability of Delivery Partners.

### 4.2 Pricing and Payments

All prices listed on the Platform are determined by the Vendors. We may charge a delivery fee, service fee, or "night surge" fee, which will be clearly displayed before checkout. You agree to pay all charges incurred in connection with your order.

### 4.3 Delivery

Estimated delivery times are approximations and cannot be guaranteed. Actual delivery times may vary due to weather, traffic, and high demand. Our Delivery Partners will attempt to deliver to the address you provide. You are responsible for being available to receive the order at the specified location.

## 5 Cancellations and Refunds

- **User Cancellation:** You may cancel your order within 60 seconds of placing it for a full refund. After this period, cancellations may not be possible if the Vendor has already begun preparing your food.
- **Platform Cancellation:** We reserve the right to cancel orders due to unavailability of items, Delivery Partners, or other unforeseen circumstances. In such cases, a full refund will be issued.
- **Refunds:** Refunds for issues such as missing items, wrong items, or severe quality issues will be assessed on a case-by-case basis by our support team.

## 6 User Conduct

You agree not to:

- Use the Platform for any unlawful purpose.
- Harass, threaten, or defraud other users, Vendors, or Delivery Partners.
- Attempt to disrupt or compromise the integrity or security of the Platform.

## 7 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, MNF SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAM-

AGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PLATFORM; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE PLATFORM; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

## **8 Changes to Terms**

We may modify these Terms at any time. We will post the revised Terms on the Platform and update the "Last Updated" date above. Your continued use of the Platform after such changes constitutes your acceptance of the new Terms.

## **9 Contact Us**

If you have any questions about these Terms, please contact us at support@midnightnfood.com.