

TERMS OF USE

Agreement between You and Kube Retail Tech Pvt LTd

Thank you for visiting www.Kube.in or the Kube mobile application (together with the “Kube”).

Kube is owned and operated by Kube Retail Tech Pvt Ltd, a company incorporated under the provisions of the Companies Act, 2013 with its registered office at World Trade Tower, 712, 7th Floor, Noida, Sector 16, 201301. These Terms of Use govern you, the User of Kube, and your conduct, regardless of the means of access. You represent and warrant you possess the capacity and legal right to enter into this Agreement and to use this Website in accordance with the terms and conditions herein. You also acknowledge and agree that, unless we specifically provide otherwise, this Agreement only applies to this site and our online activities and does not apply to any of our offline activities. By using the various services available on the Kube Platform (“**Services**”), you consent to these terms, Kube’s Privacy Policy, and any community guidelines and supplemental terms provided to you for the Services that you use (collectively, “**Terms**”) and Kube’s efforts to improve every User’s experience on the platform. Please read the Terms carefully, as they form the entire agreement between you and Kube.

1. Usage of Services

1. Posting content on the Platform:

- a. you shall be required to log on using your registered mobile number/ username/email address.
- b. you understand that we act as a technological platform providing incidental, transient storage of the content uploaded by you for the purpose of electronic transmission to and access by members of the general public as understood under the Indian Copyright Act, 1957 and as an intermediary as understood under the Indian Information Technology Act, 2000.
- c. you shall be solely responsible for safeguarding your login details including username and password and that we shall have no liability whatsoever.

2. Age. If you are under the age of majority as per the laws of your country of residence (“**Minimum Age**”) you should not register for an account. Kube does not include any age inappropriate data. User data is processed by Kube, through internal verification and other internal checks, in a manner that both protects any user information as well as advances the best interests of children, but in no manner allows Kube to find out/ ascertain the exact age of the User. Therefore, Parents/adult guardians are required to monitor/regulate the content being viewed by their wards who have not attained the Minimum Age. Parental control

tools available from third party vendors/service providers might be useful in this regard. It shall also be responsibility of parents/adult guardians to ensure that their wards do not view Content that is not appropriate for them.

3. **Use of Services.** You must follow any guidelines or policies associated with the use of the Services. You must not misuse or interfere with the Services or try to access them using a method other than the interface and the instructions that we provide. You may use the Services only as permitted by law. Unless otherwise expressly stated, you may not access or reuse the Services, or any portion thereof, for any commercial purpose. Without our express written consent, you may not (a) use any automated means to access the Platform or collect any information from the Platform (including without limitation robots, spiders or scripts), or (b) frame the Platform (or any part thereof), place pop-up windows over the Platform (or any part thereof) pages, or otherwise affect the display of part or area of the Platform.
4. **Anti-Corruption Laws.** You agree to comply with all applicable anti-corruption laws including laws that prohibit unlawful payments to anyone for a corrupt purpose in relation to these Terms.
5. **Ownership and Reuse.** Subject to these Terms, using the Services does not give you ownership of any intellectual or other property rights or interests in the Services or the Content you access. You must not use any branding or logos used in the Services unless Kube has given you separate explicit written permission. You may not remove, obscure, or alter any legal notices displayed on the Platform or in relation to any Content. Unless you have explicit written permission, you must not reproduce, modify, rent, lease, sell, trade, distribute, transmit, broadcast, publicly perform, create derivative works based on, or exploit for any commercial purposes, any portion of the Content or use of, or access to, the Services (including Content, advertisements, APIs, and software).
6. **Support.** Unless otherwise expressly stated, Kube does not promise to provide you with any support for the Services. If Kube does provide you with support, it is at Kube's sole discretion and does not mean that we will continue to provide you with support in the future.
7. **Fees.** Kube reserves the right to charge fees for use of or access to the Services (and any associated support), whether currently in existence or not, in Kube's sole discretion. If Kube decides to charge fees Kube's payment terms will apply and Kube will provide you with prior notice.
8. **Anti-Abuse Policy.** Kube prohibits sending unsolicited emails or messages using the Services. You may not in connection with the Services engage in commercial activity on non-commercial properties or apps or high volume activity without Kube's prior written consent.

You may not engage in conduct or activity that is disruptive to the Services or the experience of other users.

2. Your Account Notices

- a. **Account Information.** You may need an account to use some Services. You must ensure that your account information (that is, the information you provided when you registered for or subscribed to a Service) remains current, complete, accurate and truthful. All Kube accounts are non-transferable, and any rights to them terminate upon the account holder's death. In order to create an account we may collect and keep possession of personal information such as your name, email address/ name, username, and your password ("**Personal Data**"). By providing us with the same, you acknowledge and accept that we have your consent for the collection and processing of such Personal Data. Our possession and use of Personal Data shall be in accordance with our Privacy Policy and Terms.
- a. **Access to Your Account.** You are responsible for all activity that happens on or through your account. To protect your account, you must keep your password confidential. Do not reuse your account password with other services. If you forget your password and otherwise cannot validate your account to Kube, you acknowledge and agree that your account may be inaccessible to you and that all data associated with the account may not be retrievable.
- b. **Notices.** Kube may provide you with notices, including service announcements and notices regarding changes to these Terms, by, but not limited to, email, regular mail, text message or SMS, MMS, push notification or in-app message, postings on the Services, telephone, or other reasonable means now known or hereafter developed. You consent to receive these notices by any and all of the foregoing means. You may not receive notices if you violate the Terms by accessing the Services in an unauthorized manner, and you will be deemed to have received any and all notices that would have been delivered had you accessed the Services in an authorized manner.

2. Procedure for Copyright or Other Intellectual Property Infringement Claims or Claims of Violation of Other Rights

We respect the intellectual property as well as privacy of others, and we expect our users to do the same in respect to their use of and activities on the Kube platform. While a substantial amount of content on the Kube platform is user generated over which we do not exercise editorial control, we may, in appropriate circumstances and at our sole discretion subject to applicable law, block access to such content or delete such content, or disable, terminate, and/or take other appropriate steps relating to the accounts of users who may be infringers. While we do not make any editorial determination about the user generated content

being posted and displayed and made accessible on the Kube platform, if: (i) we receive any notice or communication that any content or any part of the content belongs to a party who has not consented to such content being uploaded and accessible on the Kube platform or that it is violative of the rights of any person who has not consented to such content being uploaded and accessible on the Kube platform; or (ii) it comes to our attention that any of the content violates any of the terms and conditions applicable to the Kube platform, we shall be entitled to remove such content/block public access to such content either temporarily or permanently, subject to the provisions of the Indian Copyright Act, 1957, and the Information Technology Act, 2000, and as we deem fit or in compliance with the orders or directions of the court (if applicable) and we shall have the right, at our discretion, to remove the infringer's account, and in either case none of our users, partners, clients or vendors (including you) shall have no right to make any claims against us for removing or blocking such content;

- i. Reporting Claims of Copyright Infringement: If you believe that your work (or the work of a third party on whose behalf you are entitled to act) has been copied in a way that constitutes copyright infringement, please file a copyright infringement notice with us. The notice should be in writing and include, in the order set out below, the following:
 - . A statement that you have identified material on the Platform that infringes your copyright (or infringes the copyright of a third party on whose behalf you are entitled to act);
 - i. A description of the copyrighted work that you claim has been infringed, which should include the type of work (such as a book or a sound recording) and any relevant further details (such as the title and date of publication, as applicable);
 - ii. The country or countries to which your copyright applies;
 - iii. A description of the way in which the copyright material has been infringed;
 - iv. A description of where the material that you claim is infringing is located on our services (including a screen shot and link to the same);
 - v. Your address, telephone number, and email address so that we may get in contact with you;
 - vi. A statement by you that you have a good faith belief that the disputed use of the copyrighted work is not authorized by the copyright owner (or by a third party who is legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law;

- vii. A statement by you, made under penalty of perjury, that the notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- ii. Reporting claims of violation of other personal rights: If you believe that any Content on the Platform is violative of your (or that of someone you know and are authorized to act for) privacy or other personal rights please follow the following instructions.
 - . A statement that you have identified material on the Platform that infringes your copyright (or infringes the copyright of a third party on whose behalf you are entitled to act);
 - i. A description of the way in which the copyright material has been infringed;
 - ii. A description of where the material that you claim is infringing is located on our services (including a screen shot);
 - iii. Your address, telephone number, and email address so that we may get in contact with you;
 - iv. A statement by you, made under penalty of perjury, that the notice is accurate.
- iii. A complaint can be submitted by contacting us at grievance @Kube online.in. Please be sure to include responses to items i-viii of Clause (b) above (if the complaint is regarding copyright infringement) or i-v of Clause (c) above (if the complaint is regarding the violation of other personal rights). If you are unsure whether there has been an infringement of your copyright or about your rights in the material, we suggest that you seek legal advice before reporting the material to us or sending us a counter-notice. Our response to your notice is regulated by applicable law. There may be negative consequences if you falsely allege copyright infringement or report material to us in bad faith. In addition, we may, in appropriate circumstances and at our discretion, disable, terminate, and/or take other appropriate steps relating to the accounts of users who may be repeat infringers.

2. Content in the Services and License Grant to Kube

- a. Content. Our Services display content that is not Kube's. This content is the sole responsibility of the entity or person that makes it available. Kube assumes no responsibility for the conduct of third parties, including persons or entities with which you communicate using the Services. Many of the Services enable you to submit content. You – not Kube – are entirely responsible for any content that you upload, post, email, transmit, or otherwise make available via the Services. We may remove and refuse to display content that violates the Terms or applicable laws or regulations, but that does not mean that we monitor

the Services or review or screen any content. By using or accessing the Services you understand and agree that you may be exposed to offensive, indecent, or objectionable content.

- a. IP Ownership and License Grant. Except as otherwise provided in the specific guidelines for a Service, when you upload, share with or submit content to the Services you retain ownership of any intellectual property rights that you hold in that content and you automatically grant Kube a worldwide, royalty-free, non-exclusive, perpetual, irrevocable, transferable, sub licensable license to (a) use, host, store, reproduce, modify, prepare derivative works (such as translations, adaptations, summaries or other changes), communicate, publish, publicly perform, publicly display, and distribute this content (in whole or in part, and /or incorporate in any other works) in any manner, mode of delivery, technology or media now known or developed in the future; (b) display your Content (or part thereof, or any modification, adaptations, translations or derivative works thereto) online and offline and permit other (including without limitation Kube's co-brand partners) and (c) permit other users to access, reproduce, distribute, publicly display, prepare derivative works of, and publicly perform your content via the Services, as may be permitted by the functionality of those Services (e.g., for users to re-blog, re-post or download your content). You must have the necessary rights to grant us the license described in this Section 6(b) for any content that you upload, share with or submit to the Services.

2. Modifying and Terminating the Services; Terminating Accounts; Amendment of the Terms of Use

- a. We are constantly innovating, changing and improving the Services. We may, without notice, add or remove functionalities or features, create new limits to the Services, or temporarily or permanently suspend or stop a Service.
- a. You can stop using the Services at any time. You may cancel and delete your account at any time here. However, your continuing to use the app constitutes your consent to us collecting data, mentioned within the terms, and processing the same.
- b. You can withdraw consent to the use and/or processing of your personal data by contacting us at contact@kubeeonline.in and we shall remove the same shortly.
- c. We may temporarily or permanently suspend or terminate your account or impose limits on or restrict your access to parts or all of the Services at any time, without notice and for any reason, including, but not limited to, violation of these Terms, court order, or inactivity.

- d. If your account is terminated, access to your username, password, and all related information, files, and content associated with your account may be terminated and your username may be recycled for use by others. However, some information may be retained in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with legal requirements.
- e. We may amend these Terms at any time by informing you of the amended terms via email to your email address. Such amendments will be effective when we email a notice of the amendments to you. Alternatively or additionally, we may display amended terms to you when you access the Platform, in which case such terms shall be effective when they are posted on the Platform.

2. Force Majeure

- a. Without prejudice to any other provision herein, Kube shall not be liable for any loss, damage or penalty as a result of any delay in or failure to deliver or otherwise perform hereunder due to any cause beyond Kube's control, including, without limitation, acts of the User or other Users, embargo or other governmental act, regulation or request affecting the conduct of Kube's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm or other acts of God.

3. Our Warranties and Disclaimers

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, KUBE, ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS AND DISTRIBUTORS (COLLECTIVELY "**KUBE ENTITIES**") DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICES. WE PROVIDE OUR SERVICES "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOUR USE OF THE SERVICES, INCLUDING CONTENT WITHIN THE SERVICES, IS AT YOUR OWN RISK AND WE DO NOT REPRESENT, PROMISE, OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU UNDERSTAND AND AGREE THAT NO DATA TRANSMISSION OVER THE INTERNET OR INFORMATION STORAGE TECHNOLOGY CAN BE GUARANTEED TO BE SECURE, AND KUBE EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, TO THAT EFFECT. WE MAKE NO COMMITMENTS, PROMISES OR WARRANTIES ABOUT THE CONTENT WITHIN THE SERVICES OR CONTENT LINKED FROM THE SERVICES, THE SUPPORT WE PROVIDE FOR THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, THE SECURITY OF THE SERVICES, OR THE SERVICES' RELIABILITY,

QUALITY, ACCURACY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS, PROVIDE CERTAIN OUTPUTS OR ACHIEVE CERTAIN RESULTS.

- a. SOME JURISDICTIONS PROVIDE FOR CERTAIN IMPLIED WARRANTIES, SUCH AS THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED OR EXPRESS PROMISES OR WARRANTIES ABOUT THE SERVICES.

2. Limitation of Liability

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE AND UNDERSTAND THAT KUBE ENTITIES WILL NOT BE LIABLE FOR: ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, TREBLE OR OTHER MULTIPLES OF DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES. KUBE ENTITIES ARE NOT RESPONSIBLE FOR ANY LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE, INCLUDING ANY ALLEGED LOSS OR DIMINUTION IN VALUE OF PERSONAL INFORMATION, OR ANY OTHER LOSSES (COLLECTIVELY, "LOSSES") ARISING FROM OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR ACCESS TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSSES RESULTING FROM OR IN CONNECTION WITH: THE DELETION OF, ALTERATION OF, MIS-DELIVERY OF, OR FAILURE TO STORE DATA MAINTAINED OR TRANSMITTED BY THE SERVICES; THE LIMITING, SUSPENSION OR TERMINATION OF YOUR ACCOUNT; YOUR DOWNLOADING OR SHARING OF INFORMATION, INCLUDING PERSONAL INFORMATION, VIA THE SERVICES; THE UNAUTHORIZED ACCESS TO YOUR ACCOUNT OR ANY DATA MAINTAINED OR TRANSMITTED BY THE SERVICES; LINKS PROVIDED BY THE SERVICES OR THIRD PARTIES TO EXTERNAL SITES OR RESOURCES; YOUR DEALINGS WITH OR PARTICIPATION IN PROMOTIONS OF ADVERTISERS FOUND ON OR THROUGH THE SERVICES; OR ANY GOOD OR SERVICES SOLD BY SUCH ADVERTISERS. KUBE ENTITIES WILL NOT BE LIABLE FOR PROBLEMS CAUSED BY OTHERS, THE WRONGFUL OR UNLAWFUL ACTIONS OF THIRD PARTIES, OR AN ACT OF GOD. THE LIMITATIONS AND EXCLUSIONS IN THESE TERMS WILL APPLY WHETHER OR NOT KUBE HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY LOSSES ARISING.

- a. TO THE FULLEST EXTENT PERMITTED BY LAW, KUBE ENTITIES ARE NOT LIABLE IN CONNECTION WITH ANY DISPUTES THAT ARISE OUT OF OR RELATE TO THESE TERMS OR SERVICES FOR ANY AMOUNT GREATER THAN THE AMOUNT YOU PAID TO US FOR THE SERVICES.

1. Feedback

You agree that any recommendation, idea, proposal, suggestion, feedback or other input ("Feedback") you submit to Kube related to its services, websites, apps, or technology may be used by Kube without any notice, obligation, restriction, reimbursement or compensation to you and you waive (or agree not to enforce) any and all rights that may now or in future exist (including moral and equivalent rights) in any Feedback.

2. Kube Rewards Programme

- a. To make the Kube experience more fun and fulfilling we have a discretionary unique reward programme for our loyal users. When you purchase any product or service from any of our participating merchants and you verify the transaction on the Kube app by uploading your selfie clicked at the merchant outlet and the bill showing the date and the amount, and take such other steps as many be instructed on the app, certain reward coin are added to your account.
 - a. **You may use the Coins in your account for Availing Discount , coins issued by Kube which you may use at specified vendors as indicated at the time of purchase. Presently Kube sells Coins which can be used at Local merchants Shops etc.(Rephrase)- As a part of its rewards programme, Kube may at its sole discretion offer its Users an opportunity to purchase Kube coins directly from Kube's platform. The User can use coins these coins to avail discounts at the time of purchasing on the Kube platform. used]**
- b. The reward programme is being offered at our discretion and we reserve the right to cancel or discontinue the reward programme and/or change the terms of the programme, without any liability whatsoever to you. You agree that you shall have no rights or claims of whatsoever nature against us in such event. Any left over/ uncashed coins shall be deemed to have lapsed and cannot be used or exchanged for money or further discounts.
- c. If you have any questions regarding the rewards programme, write to us at contact@kubonline.in.

2. About these Terms

- . Third Party Beneficiaries and Conflicts. These Terms control the relationship between Kube and you. They do not create any third party beneficiary rights. If there is a conflict or inconsistency between the terms in this document and the additional terms associated with a particular Service, the additional terms will control solely for that conflict or inconsistency.
- i. Modification of the Terms. We may modify the Terms from time to time to keep in compliance with current law as well any future legislations that aim to protect information and privacy. Unless we indicate otherwise, modifications will be effective as of the date they are posted on this page or any successor page. You should look at the Terms regularly. We will provide notice (in accordance with Section 3(c) above) of material modifications.
- ii. Continued Use of the Services. You may stop using the Services at any time, but your continued use of or subscription to a Service after the effective date of any modifications to the Terms means that you agree to the Terms as modified as well as consent to Kube's collection and processing of User data.
- iii. Waiver and Severability of Terms. The failure of Kube to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision (or part of a provision) of these Terms is found to be invalid, Kube and you nevertheless agree to give effect to the intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.
- iv. Assignment by Kube. Kube may freely assign these Terms and all of the policies and other documents incorporated or referenced in it (including all rights, licenses, and obligations under it or them), in whole or in part and without notice, for any reason, including for the purpose of internal restructuring (for example, mergers or liquidations).

2. Indemnification

- a. You agree to defend, indemnify, and hold harmless Kube and all Kube Entities and/ or its directors, management, employees from and against all claims and expenses, including, without limitation, attorneys' fees, arising out of, related to, or in connection with any of the following: (a) any User Content submitted or posted by you on the platform, or any use of the platform in violation of these Terms of Use; (b) fraud you commit or your intentional misconduct or gross negligence; or (c) your violation of any applicable laws or rights of a third-party.
- a. You are solely responsible for your interactions with merchants as well as other users on the platform. To the extent permitted under applicable laws, you hereby release Kube from any and all claims or liability related to any product or service of a merchant, without limitation, but

not limited to any harm caused to you by action or inaction of a merchant, a merchant's failure to comply with applicable law and any conduct, speech or User Content, whether online or offline, of any other third-party.

2. Grievance Redressal and Dispute Resolution

- . Kube is not liable for any infringement of copyright arising out of materials posted on or transmitted through the site, or items advertised on the site, by end users or any other third parties. In the event you have any grievance in relation to any content uploaded on the Site, you may contact our Grievance Officer, at:

Shobhit Goyall (shobhit@kubonline.in)
World Trade Tower 712 7th floor Sector 16 Noida 201301

- i. If you believe that Kube has not adhered to this Privacy Policy (as set out under clause 10) you may write to Kube at the following e-mail address: shobhit@kubonline.in. In your email, please describe in as much detail as possible ways in which you believe the Privacy Policy has not been complied with. We will investigate your complaint within reasonable period of time.
- ii. We will do our best to resolve any disputes about these Terms of Use. If you wish to bring a legal claim against us, these Terms, as well as all user activity on the Kube Platform shall be governed by and construed in accordance with the laws of India.
- iii. You agree that all claims, differences or disputes arising under or in connection with or in relation hereto the Kube Platform, the Terms, relating to or in connection with these Terms, or transactions entered into on or through Kube, or any content uploaded on the Kube Platform or the relationship between User and Kube shall be subject to the exclusive jurisdiction of the courts at Delhi and the User hereby accedes to and accepts the jurisdiction of such courts.

2. Cancellation and refund policy:

- . Cancellation due to reasons not attributable to Kube, that is, in the event you provide incorrect phone numbers, delivery address, or that you were unresponsive while either of our team or the rider team tried to reach out or, not reachable or unavailable during the delivery of the services offered to you, shall be non-refundable in nature.
- i. There may be cases where Kube is either unable to accept your order or cancels the order, due to reasons including without limitation, technical errors, unavailability of the item(s) ordered, or any other reason attributable to Kube, Restaurant Partner/Store or Delivery Partner etc. In such cases, Kube shall not charge a cancellation charge from you. If the order is canceled after payment has been charged, you

are eligible for a refund of the order value or any part thereof; the said amount will be reversed to you without any interest.

- ii. No replacement / refund / or any other resolution will be provided without Restaurant Partner's/Store(s)' permission. We will need to verify the details from the store before we proceed with any refund. This process can take time and Kube shall not be liable/ responsible for any delays.
- iii. Any complaint, with respect to the order which shall include instances but not be limited to food spillage, foreign objects in food, delivery of the wrong order or food and beverages or Products, poor quality, You will be required to share the proof of the same within a reasonable time before any resolution can be provided. In the absence of the proof, Kube will not consider the request as valid request and refund or replacement will not be provided in such cases.
- iv. You shall not be entitled to a refund in case instructions placed along with the order are not followed in the form and manner You had intended. Instructions are followed by the Restaurant Partner /Store on a best-efforts basis.
- v. All refunds shall be processed without payment of any interest to You and in the same manner as they are received, unless refunds have been provided to You in the form of credits, refund amount will reflect in your account based on respective banks policies.