**Terms & Conditions**

**Preamble**

Ivoricca Dreams and Venture LLP, (*“IDVLLP”*) is the owner of the brand Royale Fresh. Please read the terms of this Terms of Service Agreement (*“the Agreement”*) carefully. By using the website – [www.royalefresh.com](http://www.royalefresh.com) (*"Website"*), or the Royale Fresh mobile application on iOS or Android device including phones, tablets or any other electronic devise (*"Royale Fresh App"*), or the mobile site, www.royalefresh.com.com ("*Msite*"), or the Royale Fresh Facebook page at https://www.facebook.com/Royalefreshmeat/ or the Royale Fresh Instagram page at <https://www.instagram.com/royalefresh.meat/>, or the Royale Fresh Youtube channel at https://www.youtube.com/channel/UCsyxpt0EPaMqFHCZrdGFPoA or the Royale Fresh Whatsapp services at Ph. No. 8880488666 (*Subject to change with prior intimation*) where the Website, the Royale Fresh App, the Msite and the Royale Fresh Social media platforms are together referred to as (*the "Platform"*), or purchasing products from the Platform you agree to be bound by all of the terms and conditions of this Agreement.

This Agreement governs your use of this Platform; use of the trade name - *“Royale Fresh”*; offer of products for purchase on this Platform; and / or your purchase of products available on this Platform.

For the purposes of this Agreement, wherever the context so requires "You" or "User" shall mean any person including any natural or legal person who uses the Platform or buys any product from the Platform using any computer systems or other devices including but not limited to any mobile device, handheld device and tablets.

This Agreement includes, and incorporates by reference, the policies and guidelines referred to in this Agreement. In the event of any conflict between the terms of this Agreement and any provision of such polices and guidelines, the terms of this Agreement shall prevail in relation to the subject matter hereof and the terms of such polices and guidelines shall prevail in relation to the subject matter thereof. You are strongly advised to carefully read all such policies and guidelines, as available on the Platform.

IDVLLP reserves the right to amend the Agreement at any time by posting such amendments or the amended Agreement on this Platform.

IDVLLP may alert you of the amendments by indicating on the top of this Agreement the date it was last revised or by any other means. The amended Agreement will be effective immediately after it is posted on this Platform. Your use of the Platform following the posting of any such amendments will constitute continued acceptance of the Agreement including the amendments thereof.

IDVLLP encourages you to review this Agreement whenever you visit the Platform to make sure that you understand the terms and conditions governing the use of the Platform and / or the purchase of products. In the event of any conflict between the terms of this Agreement and any other agreement executed with you, the terms of such other agreement shall prevail in relation to the subject matter thereof.

If you do not agree with this Agreement (*including any policies or guidelines referred to herein*), please immediately terminate your use of the Platform.

**SCHEME**

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10. **PLATFORM**  
    1. **Content, Intellectual Property, and Third Party Links**

In addition to making Products available, this Platform also offers information and marketing materials. This Platform also offers information, both directly and through indirect links to third-party websites, mobile application about nutritional and dietary supplements. IDVLLP does not always create the information offered on this Platform; instead the information is often gathered from other sources. To the extent that IDVLLP does create the content on this Platform, such content is protected by intellectual property laws of the India, foreign nations, and international bodies. Unauthorized use of the material will violate copyright, trademark, and/or other laws.

You acknowledge that your use of the content on this Platform is for personal, non-commercial use. Any links to third-party websites and mobile applications are provided solely as a convenience to you. IDVLLP does not endorse the contents on any such third-party websites and mobile applications. IDVLLP is not responsible for the content of or any damage that may result from your access to or reliance on these third-party websites and mobile applications. If you link to third-party websites, you do so at your own risk.

* 1. **Eligibility**

Persons who can form legally binding contracts as per Indian Contract Act, 1872 (Act) are only eligible to use the Platform. Persons who are "incompetent to contract" within the meaning of the Act are not eligible to use the Platform. If you are under the age of 18 years (minor), you shall not register as a user and shall not transact on or use the Platform. IDVLLP reserves the right to terminate your membership and/or refuse access to the Platform upon acquiring actual knowledge that you are under the age of 18 years.

* 1. **Use of Platform**

IDVLLP is not responsible for any damages resulting from use of this Platform by anyone. You will not use the Platform for illegal purposes. You will **(i)** abide by all applicable local, state, national, and international laws and regulations in your use of the Platform (*including laws regarding intellectual property*), (**ii**) not interfere with or disrupt the use and enjoyment of the Platform by other users, (**iii**) not resell material on the Platform, (**iv**) not engage, directly or indirectly, in transmission of "spam", chain letters, junk mail or any other type of unsolicited communication, and (**v**) not defame, harass, abuse, or disrupt other users of the Platform License. By using this Platform, you are granted a limited, non-exclusive, non-transferable right to use the content and materials on the Platform in connection with your normal, non-commercial, use of the Platform. You may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express written authorization from IDVLLP or the applicable third party (*if third party content is at issue*).

* 1. **Posting**

By posting, storing, or transmitting any content on the Platform, you hereby grant IDVLLP a perpetual, worldwide, non-exclusive, royalty-free, assignable, right and license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and assign such content in any form, in all media now known or hereinafter created, anywhere in the world. IDVLLP does not have the ability to control the nature of the user-generated content offered through the Platform. IDVLLP is not liable for any damage or harm resulting from any posts by or interactions between users. IDVLLP reserves the right, but has no obligation, to monitor interactions between and among users, if any, of the Platform and to remove any content IDVLLP deems objectionable, at its sole discretion.

1. **Proprietary Rights**
   1. **Trade secrets, Trademarks, and such other intellectual property**

IDVLLP has proprietary rights and trade secrets in the Products. You shall not copy, reproduce, resell or redistribute any Product manufactured and/or distributed by IDVLLP. We also have rights to all trademarks and trade dress and specific layouts of this Webpage, including calls to action, text placement, images and other information.

1. **Representation of Pictures & Colors**
   1. IDVLLP has made every effort to display the products and its colors on the Website as accurately as possible. But IDVLLP does not guarantee nor take responsibility for variations in pictorial representations for fresh foods and color variation due to technical reasons.
2. **Objectionable Material**
   1. While all IT security measures are taken to ensure wholesome and socially acceptable content is available on [www.royalefresh.com.com](http://www.royalefresh.com.com) or any other Platforms, the customer understands and accepts the risk that while using this Site or any services provided on the www[.royalefresh.com](http://www.___________.com) or any other Platforms, one may encounter Content that may be deemed by some to be offensive, indecent, or objectionable, which Content may or may not be identified as such. IDVLLP and its affiliates shall have no liability to Customer for Content that may be deemed offensive, indecent, or objectionable to you.
3. **Obligations of Visitor / Customer**
   1. The Customer/Visitor hereby unconditionally undertakes not to use www.royalefresh.com, and all other social media domain platforms belonging to IDVLLP for:

* Disseminating any objectionable material, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or any unlawful activity.
* Causing disrepute, damage or targeting any employee of IDVLLP on any social media or other platforms for whatsoever reason.
* Transmitting material that constitutes a criminal offence or results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.
* Gaining unauthorized access to other computer network systems.
* Interfering with any other person's right to use or enjoyment of the Site.
* Breaching applicable laws.
* Interfering or disrupting networks or web sites connected to the Site.
* Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.
* Posting customer review feedback in violation of this policy or right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s), and causing injury to any person or entity.
* Posting comments containing libelous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam".
  1. The Customer/Visitor shall not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Customer feedback submitted on [www.royalefresh.com](http://www.royalefresh.com).
  2. The Customer/Visitor shall be solely responsible for the content of any Customer Feedback made and agree upon to indemnify IDVLLP for all claims resulting from such Customer feedback submitted.
  3. The Customer shall direct any issues, disputes, grievances, if any, to the email id or address (if the complaint is in the form of a written letter), as stated hereunder in Clause 15 of this Agreement. The Customer shall at no time address any such disputes or grievances on social media or other platforms for whatsoever reason. IDVLLP shall reserve the right to seek necessary remedies under Law, including but not limited to seeking injunctions, in case of such actions.

1. **DELIVERY, HANDLING CHARGES AND TAXES**
   1. **Determination of delivery and handling charges**

IDVLLP may charge such delivery and handling charges as it may in its sole discretion determined from time to time and applicable taxes and may at its sole and absolute discretion, without giving any prior notice, revise such charges.

* 1. **Unavoidable delay in delivery**

IDVLLP’s delivery partners shall do their best to deliver the orders within the delivery slot requested by you at the time you place your order. But such delivery may be delayed due to unavoidable circumstances. The Customer hereby understands and agrees that he/she shall not be eligible for any refund in such cases.

* 1. **Non-availability of customer/ recipient at the primary delivery address**

If nobody is available at the primary delivery address (nominated by you at the time you place your order) to take delivery of the order, we will leave notification of the delivery instead either to the secondary delivery address or secure place (nominated by you at the time you place your order).

* 1. **Cancellation**

Should you wish to cancel your order, you may do so within 5 (Five) minutes (cut off time) from the time of ordering. But if the customer cancels the order after the cut off time or after the festive cut off time, which shall be 3 (Three) minutes, but prior to delivery, we may charge you in full for an amount equal to the value of your order, including any delivery cost. In such a scenario the Customer may choose to either accept the delivery or reject it.

1. **MODIFICATIONS**
   1. Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the products (*or any part or content thereof*) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Products.
2. **Return & Refunds**
   1. IDVLLP believes in Customer satisfaction for issues relating to quality or freshness of its supplies. Given that the orders are lower in size and it’s hard to refund for cash on delivery orders in particular, in case the Customer’s refund request is accepted, the refunds will be applied to the subsequent shopping bills and such refundable amount shall apply to the next order placed by the Customer.
   2. In case IDVLLP decides to refund the amount by way of a bank transaction (solely upon the discretion of IDVLLP), any such refunds shall take about 7 (*Seven*) to 15 (*Fifteen*) business days (*Banking business days*) to get processed. In case the refund is not processed within the stipulated time, IDVLLP urges the Customer to contact their respective banks to clarify the situation first as there may be certain technical issues which is out of IDVLLP’s control.
3. **ORDERING AND PRICING**
   1. The Platforms will list all products you have ordered, the price and delivery details. You shall confirm this before finalizing the Order. However, this may not be construed as an acceptance by us. A legally binding contract will only arise once we have completed delivery of the goods to you.
   2. The quantity of any product ordered by you and the quantity of product supplied to you may vary. Please note that while we take utmost care to supply exact quantity of product ordered by you, due to the nature of products, weather, temperature, etc, it is not possible that the exact quantity of product that you have ordered will be supplied.
   3. The price displayed on the Platform is in relation to the particular quantity of Product as provided on the Platform and against such Product. Therefore, the price displayed for your order will also be on the basis of the weight / description of the product ordered by you. However, the actual amount charged to you will be on the basis of the actual amount / quantity of Product ordered by you. Excess amount paid by you, if any, shall be refunded to you and the mode of refund shall be as determined by IDVLLP from time to time, such as crediting to any mobile wallet that you may use. Any additional amount that you are liable to pay shall be collected at the time of delivery of the Product.
4. **LIMITATION OF LIABILITY**
   1. The entire liability of IDVLLP and your exclusive remedy, in law, in equity, or otherwise, with respect to the Platform content and products and/or for any breach of this Agreement is solely limited to the amount you paid for the specific Order in dispute, excluding the shipping and handling costs and taxes, for products purchased via the Platform.
   2. To the extent permitted under applicable laws, IDVLLP will not be liable for any direct, indirect, incidental, special or consequential damages in connection with this Agreement or the Products in any manner, including liabilities resulting from (**i**) the use or the inability to use the Platform content or Products; (**ii**) the cost of procuring substitute Products or content; (**iii**) any Products purchased or obtained or transactions entered into through the Platform; or (**iv**) any lost profits you allege. IDVLLP shall not be liable for orders which have not been delivered in case IDVLLP has not received such orders due to any technical difficulties on any of the Platforms.
   3. Some of our products may contain traces of nuts and other allergens. We will ensure that the contents of each box are clearly listed on our website but it is your responsibility to ensure that you have read the information. If you require further information on allergens, please contact us at 8880488666.
   4. The goods are sold to you on the basis that you are a consumer therefore we will not be liable for any special losses that you might suffer using, distribution or reselling the goods as part of a business.
   5. We shall not be liable for goods once they have been delivered to the address or secure place stated in your order. IDVLLP shall ensure that the Order shall be delivered to the destination as specified by the Customer during the time of ordering.

It is the Customer’s duty to ensure that the package is received by himself/herself or their assigns.

* 1. Our packaging is designed to ensure our product reaches you in perfect condition but it is your responsibility to ensure that all perishable goods are refrigerated as per instructions provided on the package, as soon as possible upon receipt. Further, if you or a third party moves, transports or delivers the goods to any other address following our delivery, we shall not be liable for anything that that you or any third party might do to the goods or any subsequent deterioration in the produce.
  2. Please note that we will do our best to ensure that access to our website is uninterrupted and that transmission are error-free but, given the nature of the internet, this is not something that we are able to guarantee. There may be occasions where access is suspended or restricted so that we can undertake repairs, maintenance or improvements. We will keep such occasions to a minimum and endeavor to restore full access as soon as we can.

1. **Waiver of Class Action Rights**
   1. By entering into this agreement, you hereby irrevocably waive any right you may have to join claims with those of other in the form of a class action or similar procedural device. Any claims arising out of, relating to, or connection with this agreement must be asserted individually.

### Indemnity

* 1. As a Customer, I hereby agree upon to defend, indemnify and hold harmless IDVLLP, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon my actions or inactions, which may result in any loss or liability to IDVLLP or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfillment of any obligations under this Agreement or arising out of violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service to other subscribers and infringement of intellectual property or other rights.
  2. This clause shall survive the expiry or termination of this Agreement. We may terminate this User Agreement at any time, without notice or liability to IDVLLP.

### Governing Law and Jurisdiction

* 1. All disputes arising out of or in doing business on [www.royalefresh.com](http://www.royalefresh.com) or any other Physical or Digital Platforms of IDVLLP shall be amicably settled at the first instance by mutual discussions and negotiations by contacting our personnel at the contact information given hereunder. In the event the dispute is not resolved then the same may be referred to any courts or forums of competent jurisdiction in Bangalore which shall have exclusive jurisdiction over any dispute, differences or claims arising out of this agreement.

### Opt Out Procedure

* 1. You may choose to opt out from receiving future communications by following the steps below.
* You may also choose to opt out, via sending your email address to: feedback@royalefresh.com.
* You may send a written remove request to IVDLLP, having its address at No. 52, Bullahalli, Harohalli, Devanhalli, Bangalore Rural – 562135.

### QUERIES OR CONCERNS

* 1. In case of any queries or concerns, write to us at:

Ivoricca Dreams And Venture LLP

No. 52, Bullahalli, Harohalli,

Devanhalli,

Bangalore Rural – 562135

Or call us at 88804886666

Or write an email to us at www.royalefresh.com