

TERMS OF USE

Welcome to Jeerapowder (www.jeerapowder.com Website and Mobile Application) (hereinafter referred to as the "Platform" or "we" or "us"). The Platform is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of our Platform constitutes your agreement to all such Terms.

Our Platform is owned and operated by SOFTGAMI TECHNOLOGIES PRIVATE LIMITED with its office located at NO.1653,9TH MAIN, A BLOCK, 2ND STAGE, RAJAJINAGAR BANGALORE, BANGALORE KARNATAKA - 560010 (Office Address).

Our Platform is an online listing and facilitating platform that allows various individuals (hereinafter referred as "Users") who wish to avail the services offered by the Platform to choose from amongst the different Chefs (hereinafter referred as "Chef") who are listed on the Platform and avail the services of the Chef thereto.

By using the Platform, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"). These Terms govern your access to and use of the Platform and Services and all Collective Content, and constitute a binding legal agreement between you and us.

Please read carefully these Terms and our Privacy Policy, which may be found at www.jeerapowder.com (link to privacy policy), and which is incorporated by reference into these Terms. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Platform. Failure to use the Platform in accordance with these Terms may subject you to civil and criminal penalties.

The use of this Platform constitutes your consent to, and agreement to, abide by the most current version of these terms and conditions (the "Terms"). We may at any time revise these terms and conditions by updating the Terms. You agree to be bound by subsequent revisions and agree to review the Terms periodically for changes to the terms and conditions. The most up to date version of the Terms will always be available for your review under the "Terms of Use" link that appears at the bottom of the Platform.

This Platform reserves the right to recover the cost of services, collection charges and lawyers fees from persons using the Platform fraudulently. This Platform reserves the right to initiate legal proceedings against such persons for fraudulent use of the Platform and any other unlawful acts or acts or omissions in breach of these terms and conditions.

PLEASE READ THESE TERMS OF USE AND CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS AND A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES.

IN USING THIS PLATFORM YOU ARE DEEMED TO HAVE READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS SET FORTH HEREIN. ANY INCIDENTAL DOCUMENTS AND LINKS MENTIONED SHALL BE CONSIDERED TO BE ACCEPTED JOINTLY WITH THESE TERMS. YOU AGREE TO USE THE PLATFORM ONLY IN STRICT INTERPRETATION AND ACCEPTANCE OF THESE TERMS AND ANY ACTIONS OR COMMITMENTS MADE WITHOUT REGARD TO THESE TERMS SHALL BE AT YOUR OWN RISK. THESE TERMS AND CONDITIONS FORM PART OF THE AGREEMENT BETWEEN THE USERS AND US. BY ACCESSING THIS PLATFORM, AND/OR UNDERTAKING TO PERFORM A

SERVICE BY US INDICATES YOUR UNDERSTANDING, AGREEMENT TO AND ACCEPTANCE, OF THE DISCLAIMER NOTICE AND THE FULL TERMS AND CONDITIONS CONTAINED HEREIN.

1. DEFINITIONS AND INTERPRETATION:

- I. "Agreement" means the terms and conditions as detailed herein including all Exhibits, privacy policy, other policies mentioned on the Platform and will include the references to this agreement as amended, negated, supplemented, varied or replaced from time to time.
- II. www.jeerapowder.com or Jeerapowder App means the online platform that provides a venue to its users to see the various Chefs that are listed on the Platform and avail the services provided by them directly.
- III. "Account" means the accounts created by the users on our Platform in order to list themselves on their Platform to use the Services provided by us and require information such as name, email address, password, contact number, etc.
- IV. "Chef" shall mean individual who lists its services on the Platform to offer its services to the Users of the Platform thereto.
- V. "User" means an individual who creates an account on the Platform to avail the services offered by the Platform and enter into arrangement with Chefs who most suits the requirements of the Customer.
- VI. "Content" means text, graphics, images, music, audio, video, information or other materials.
- VII. "User content" means all Content that a user posts, uploads, publishes, submits or transmits to be made available through our Platform.

VIII. The official language of these terms shall be English.

IX. The headings and sub-headings are merely for convenience purpose and shall not be used for interpretation.

2. ELIGIBILITY OF MEMBERSHIP:

- I. Use of the Platform is available only to persons who are at least 18 years of age and who can form legally binding contracts under applicable law. If you are a minor i.e. under the age of 18 years. If your age is below that of 18 years your parents or legal guardians can transact on behalf of you if they are registered users.
- II. Our Platform reserves the right to terminate your membership and refuse to provide you with access to the Platform if we discover that you are under the age of 18 years. The Platform is not available to persons whose membership has been suspended or terminated by us for any reason whatsoever. If you are registering as a Business entity, you represent that you have the authority to bind the entity to this User Agreement.
- III. Except where additional terms and conditions are provided which are product specific, these terms and conditions supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with any other terms of any order submitted. By using the services of our Platform you agree to be bound by the Terms and Conditions.

3. REGISTRATION:

- I. It is mandatory for users to register themselves in order to avail the services offered by the Platform thereto.

- II. If you choose to register with us directly then you must register for an account with us (an "Account") and provide certain personal information such as name, email address, contact number and password.
- III. You represent and warrant that all required registration information you submit is truthful and accurate, and you will maintain the accuracy of such information. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Our Platform cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You must not share your password or other access credentials with any other person or entity that is not authorized to access your account. Without limiting the foregoing, you are solely responsible for any activities or actions that occur under your Platform account access credentials. We encourage you to use a "strong" password (a password that includes a combination of upper and lower case letters, numbers, and symbols) with your account. We cannot and will not be liable for any loss or damage arising from your failure to comply with any of the above.
- IV. You agree to provide and maintain accurate, current and complete information about your Account. Without limiting the foregoing, in the event you change any of your personal information as mentioned above in this Agreement, you will update your Account information promptly.
- V. When creating an Account, don't:

- a) Provide any false personal information to us (including without limitation a false username) or create any Account for anyone other than yourself without such other person's permission;
 - b) Use a username that is the name of another person with the intent to impersonate that person;
 - c) Use a user name that is subject to rights of another person without appropriate authorization; or
 - d) Use a username that is offensive, vulgar or obscene or otherwise in bad taste.
- VI. We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading or to reclaim any username that you create through the Service that violates our Terms. If you have reason to believe that your Account is no longer secure, then you must immediately notify us at business@jeerapowder.com (email address).
- VII. You may not transfer or sell your Jeerapowder (name of the Platform) account and User ID to another party.
- VIII. Our Services are not available to temporarily or indefinitely suspended members. Our Platform reserves the right, in its sole discretion, to cancel unconfirmed or inactive accounts. Our Platform reserves the right to refuse services to anyone, for any reason, at any time.
- IX. One user can own only one account in his/her name.
- X. You agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for all applicable taxes. In addition, you must abide by

our Platform's policies as stated in the Agreement and the Platform policy documents published on the Platform as well as all other operating rules, policies and procedures that may be published from time to time on the Platform by the Company.

4. SERVICES

- I. The Platform offers the Users with an opportunity to get tasty and healthy food prepared at their home by Chefs who are listed on the Platform after creating a valid account on the Platform.
- II. A profile is listed on the Platform for each chef that mentions the various cuisines that the Chef prepares along with the expertise and rating of the Chef for each cuisine. The profile also enlists a different menu for each cuisine along with the price charged by the Chef for preparation of each food item listed on the menu. The menu listed on the profile of the Chef shall enlist the ingredients required to prepare each food item listed on the menu.
- III. Users are entitled to browse through the profiles of the Chefs who are near to the User and can chose any Chef from amongst the lists of Chef near to the User depending upon the cuisine, rating, expertise or any other details mentioned on the profile of the User. Upon selecting any Chef the User may raise a request to book the Chef and shall at the time of raising the request provide the Chef with address of the User and the time at which the Chef is expected to arrive.
- IV. Prior to the user raising a request to book the Chef, the estimated price charged by the Chef shall be provided to the User which shall be subject to the requirements and conditions mentioned below.

- V. The Price charged by each Chef shall be determined on the basis of:
- The expertise or other skills of the Chef.
 - Number of people for whom Chef is expected to cook food.
 - Number of cuisines selected by the User.
 - Complexity of the dishes chosen by the User and the time involved in cooking the dishes chosen by the User;
- VI. Once the User has successfully raised a request for booking the Chef and the same has been accepted by the Chef all the parties involved in the transaction which shall include the User, the Chef and the Platform and its employees and affiliates involved shall be notified of the same.
- VII. The Chef after accepting the booking will reach at the designated address of the User at the agreed time and shall be under the obligation to cook only the food items selected by the User while booking the Chef. A grace period of 15 minutes from the scheduled booking time shall be granted to the Chef to reach the address provided by the User failing which the User shall be entitled to cancel the booking.
- VIII. The Chef on the communicated/agreed time reaches the communicated venue. Users must provide them the ingredients. The chef will cook the items selected by the user on the app. After preparing food, the chef can bid goodbye and move on to the next booking for him/her if any.
- IX. Users can bon appétit. Based on the experience they provide feedback to the app as well to the chef.

5. PAYMENTS

- I. Presently the Platform is offering its services to the User without charging any fee but it may later at its sole discretion charge you for its services thereto.
- II. Once the Chef has accepted the booking request raised by the User, the User shall be under the obligation to pay the price charged by the Chef to the Platform at the time of confirmation of booking.
- III. The users shall make payments to us via their valid debit or credit cards, or any other payment method notified by the Platform.
- IV. Transaction fees shall be applicable and may vary depending upon the payment method chosen by the User.
- V. Unless otherwise stated, all prices/fees are quoted in Indian rupee (INR).
- VI. In addition to the agreed price to be paid by the User for booking the Chef, the User shall be under the obligation to pay delay charges in case of delays caused due to the fault of the User. The Delay charges shall be in addition to price agreed to be paid by the User for availing the services of the Chef.
- VII. Our Platform uses third party payment providers to receive payments from users. We are not responsible for delays or erroneous transaction execution or cancellation of orders due to payment issues.
- VIII. We take utmost care to work with 3rd party payment providers, but do not control their systems, processes, technology and work flows, hence cannot be held responsible for any fault at the end of payment providers.
- IX. Our Platform reserves the right to refuse to process transactions by users with a prior history of questionable charges including without limitation breach of any

agreements by User with us or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.

- X. The users acknowledge that we will not be liable for any damages, interests or claims etc. resulting from not processing a Transaction/Transaction Price or any delay in processing a Transaction/Transaction Price which is beyond our control.
- XI. The Platform shall be entitled to update or revise the price charged by the Platform in lieu of the services availed from the Platform anytime at its sole discretion.

6. REFUND AND CANCELLATION POLICY

- I. The User shall be entitled to cancel the booking and shall be entitled to full refund if the Chef fails to reach the address provided by the User by the scheduled booking time. A grace period of 15 minutes from the scheduled booking time shall be granted to the Chef prior to cancellation of the booking failing which the User shall be entitled to cancel the booking.
- II. The User can cancel the booking any time before 2 hours of the scheduled booking time and under such circumstances the User shall be entitled to full refund.
- III. If the User cancels the booking less than 2 hours before the scheduled booking time, the User under such circumstances shall be entitled to full/ partial/ no refunds depending upon the refund policy of the Company which is published at Jeerapowder platform.
- IV. The Platform shall be entitled to modify or change the refund and cancellation policy of the Platform anytime at its sole discretion.

7. YOU AGREE AND CONFIRM:

- I. That you will use the services provided by our Platform, its affiliates and contracted companies, for lawful purposes only and comply with all applicable laws and regulations while using the Platform and transacting on the Platform.
- II. You will provide authentic and true information in all instances where such information is requested of you. We reserve the right to confirm and validate the information and other details provided by you at any point of time. If upon confirmation your details are found not to be true (wholly or partly), we have the right in our sole discretion to reject the registration or debar you from using the Services of our Platform and / or other affiliated Platforms without prior intimation whatsoever.
- III. That you are accessing the services available on this Platform and transacting at your sole risk and are using your best and prudent judgment before entering into any transaction through this Platform.
- IV. It is possible that the other users (including unauthorized/unregistered 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. It also 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. Please

carefully select the type of information that you publicly disclose or share with others on the Platform.

V. You agree that you will not:

- a. Restrict or inhibit any other user from using and enjoying the Interactive Features;
- b. Post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, pornographic, profane, or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national, or international law;
- c. Post or transmit any information, software, or other material which violates or infringes in the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.
- d. Post or transmit any information, software or other material which contains a virus or other harmful component;
- e. Alter, damage or delete any Content or other communications that are not your own Content or to otherwise interfere with the ability of others to access our Platform
- f. Disrupt the normal flow of communication in an Interactive Area;
- g. Claim a relationship with or to speak for any Chef, association, institution or other organization for which you are not authorized to claim such a relationship;
- h. Violate any operating rule, policy or guideline of your Internet access provider or online service.

7. YOU MAY NOT USE THE PLATFORM FOR ANY OF THE FOLLOWING PURPOSES:

- I. Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
- II. Transmitting material that encourages conduct that constitutes a criminal offense results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.
- III. Interfering with any other person's use or enjoyment of the Platform.
- IV. Breaching any applicable laws;
- V. Interfering or disrupting networks or web Platforms connected to the Platform.
- VI. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.
- VII. Without limiting other remedies, we may, in our sole discretion, limit, suspend, or terminate our services and user accounts, prohibit access to our Platforms, services, Platforms, and tools, and their content, delay or remove hosted content, and take technical and legal steps to keep users from using our Platforms, services, Platforms, or tools, if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a period of months, or to modify or discontinue our Platform, services
- VIII. Further we prohibit the transmission, distribution or posting of any matter which discloses personal or private information concerning any person or entity, including without limitation phone number(s) or addresses, credit debit cards, calling card,

User account numbers/ passwords or similar financial information, and home phone numbers or addresses. Even though all of this is strictly prohibited, there is a small chance that you might become exposed to such items and you further waive your right to any damages (from any party) related to such exposure.

8. MODIFICATION OF TERMS & CONDITIONS OF SERVICES:

- I. We may at any time modify the Terms & Conditions of Use of the Platform without any prior notification to you. You can access the latest version of the User Agreement at any given time on our Platform. You should regularly review the Terms & Conditions on our Platform. In the event the modified Terms & Conditions is not acceptable to you, you should discontinue using the service. However, if you continue to use the service you shall be deemed to have agreed to accept and abide by the modified Terms & Conditions of Use of this Platform.

9. REVIEWS, FEEDBACK, SUBMISSIONS:

- I. All reviews, comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to us on or by this Platform or otherwise disclosed, submitted or offered in connection with your use of this Platform (collectively, the "Comments") shall be and remain our property. Such disclosure, submission or offer of any Comments shall constitute an assignment to us of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. Thus, we exclusively own all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of

any Comments. We will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way.

- II. We are and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay you any compensation for any Comments; or (3) to respond to any Comments. You agree that any Comments submitted by you to the Platform will not violate this policy or any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s), and will not cause injury to any person or entity. You further agree that no Comments submitted by you to the Platform will be or contain libellous 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".
- III. Our Platform does not regularly review posted Comments, but does reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to the Platform. You grant us the right to use the name that you submit in connection with any Comments. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are and shall remain solely responsible for the content of any Comments you make and you agree to indemnify us and our affiliates for all claims resulting from any Comments you submit. We and our affiliates take no responsibility and assume no liability for any Comments submitted by you or any third party.

10. COPYRIGHT & TRADEMARK:

- I. Our Platform, its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on this Platform. Access to this Platform does not confer and shall not be considered as conferring upon anyone any license under any of www.jeerapowder.com website or Jeerapowder application or any third party's intellectual property rights. All rights, including copyright, in this Platform are owned by or licensed to us or third party suppliers. Any use of this Platform or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of our Platform. You cannot modify, distribute or re-post anything on this Platform for any purpose.
- II. Jeerapowder application or www.jeerapowder.com website names and logos and all related product and service and our slogans are the trademarks or service marks of SOFTGAMI TECHNOLOGIES PRIVATE LIMITED. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this Platform. Access to this Platform does not authorize anyone to use any name, logo or mark in any manner.
- III. All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this Platform (collectively, the "Contents") are intended solely for personal, non-commercial use. You may download or copy the Contents and other

downloadable materials displayed on the Platform for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Platform or any related software. All software used on this Platform is the property of our Platform or its suppliers and protected by laws of India. The Contents and software on this Platform may be used only as a shopping resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on this Platform is strictly prohibited. Unless otherwise noted, all Contents are copyrights, trademarks and/or other intellectual property owned, controlled or licensed by our Platform, one of its affiliates or by third parties who have licensed their materials to us and are protected by laws of India. The compilation (meaning the collection, arrangement, and assembly) of all Contents on this Platform is the exclusive property of our Platform and is also protected by the laws of India.

- IV. If you learn of any unlawful material or activity on our Platform, or any material or activity that breaches this notice, please inform us. We respect the intellectual property rights of others and expect users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are promptly and properly provided to us. If you have a reason to believe that Your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information:

- a. a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
 - b. identification of the copyrighted work claimed to have been infringed;
 - c. 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 us to locate the material;
 - d. Your contact information, including your address, telephone number and an email address;
 - e. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - f. A statement that the information in the notification is accurate, and that you are authorized to act on behalf of the copyright owner.
- V. We have the right to remove the Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, we will also terminate a user's account if we determine that the user is a repeat infringer.
- VI. Notices regarding our Platform should be sent to: info@jeerapowder.com (email address of our copyright agent to whom copyright infringement complaints can be filed).

11. INDEMNITY:

You agree to defend, indemnify and hold harmless our Company/Platform, 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 your actions or inactions, which may result in any loss or liability to our Platform or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfilment of any of your obligations under this User Agreement or arising out of your 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 by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or termination of this User Agreement.

12. TERMINATION:

- I. We may, at any time and without notice, suspend, cancel, or terminate your right to use the Platform (or any portion of the Platform). In the event of suspension, cancellation, or termination, you are no longer authorized to access the part of the Platform affected by such suspension, cancellation, or termination. In the event of any suspension, cancellation, or termination, the restrictions imposed on you with respect to material downloaded from the Platform and the disclaimers and limitations of liabilities set forth in the Agreement, shall survive.
- II. Without limiting the foregoing, we may close, suspend or limit your access to our Platform:
 - if we determine that you have breached, or are acting in breach of, this Agreement;

- if we determine that you have breached legal liabilities (actual or potential), including infringing someone else's Intellectual Property Rights;
 - if we determine that you have engaged, or are engaging, in fraudulent, or illegal activities;
 - to manage any risk of loss to us, a User, or any other person; or
 - For other similar reasons.
- III. If we find you breaching these terms of service, you may also become liable for an amount of which we have suffered losses/damages.

13. DISCLAIMERS AND LIMITATION OF LIABILITY:

- I. The Platform is provided without any warranties or guarantees and in an "As Is" condition. You must bear the risks associated with the use of the Platform.
- II. The Platform provides content from other Internet Platforms or resources and while our Platform tries to ensure that material included on the Platform is correct, reputable and of high quality, it shall not accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Platform. This disclaimer constitutes an essential part of this User Agreement. In addition, to the extent permitted by applicable law, we are not liable, and you agree not to hold Company responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:
- Your use of or your inability to use our Platform, Services and tools;

- Delays or disruptions in our Platform, Services, or tools;
 - Viruses or other malicious software obtained by accessing our Platform, Services, or tools or any Platform, Services, or tool linked to our Platform, Services, or tools;
 - Glitches, bugs, errors, or inaccuracies of any kind in our Platform, Services, and tools or in the information and graphics obtained from them;
 - The content, actions, or inactions of third parties, including items listed using our Platform, services, or tools or the destruction of allegedly fake items;
 - A suspension or other action taken with respect to your account; and
- III. The information, software, products, and services published on this Platform may include inaccuracies or errors, including pricing errors. In particular and to the maximum extent permitted by law, we do not guarantee the accuracy of, and disclaim liability for any errors or other inaccuracies relating to, the information and description of the services provided by the Chef listed on this Platform much of which information is provided by the respective Chef thereto.
- IV. Services provided by the Chef as displayed on this Platform are intended only as general guidelines, and we do not guarantee the accuracy of the services. To the maximum extent permitted by law, we and our respective suppliers make no guarantees about the availability of specific services. The Company and/or its respective suppliers may make improvements and/or changes in this Platform at any time.
- V. The Chefs providing services through this Platform are independent parties and not agents or employees of the Company. The Platform or the Company, to the extent permitted by law, is not liable for the acts, errors, omissions, representations,

warranties, breaches or negligence of any such chefs or for any personal injuries, death, property damage, or other damages or expenses resulting there from. We , to the extent permitted by law, have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

- VI. We do not confirm any user's purported identity. You are responsible for determining the identity and suitability of other Users. We do not endorse any persons who use or register for our Services, whether as advertisers or users/customers. We do not investigate any user's reputation, conduct, morality, criminal background or verify the information that any user submits to the Platform. We encourage you to communicate directly with Chefs through the tools available on the Platform. If customers suspect that the Chef has supplied false information, they are invited to notify us through the contact details provided on the Platform.
- VII. You are solely responsible for your interactions with other users of our Services. We are not responsible for any damage, harm or any other result from your interactions with other users of our Services. We may but have no obligation to monitor interactions between Chef and Customers.
- VIII. 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 chefs will be limited to a claim against the users or chefs who caused you harm. You agree not to attempt to impose liability on, or seek any legal remedy from us. You release us from any and all claims,

demands, damages (actual, consequential, nominal, punitive or otherwise), equitable relief, and any other legal, equitable, and administrative remedy, of every kind and nature, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, past, present, or future, arising out of or in connection with your dealing with Services, your communication or interaction with other users on the Platform or with the Chefs listed on the Platform.

IX. Limitation of Liability:

- a) To the maximum extent permitted by law, in no event shall we , and/or our respective suppliers be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, your access to, display of or use of this Platform or with any delay or inability to access, display or use this Platform (including, but not limited to, your reliance upon opinions appearing on this Platform; any computer viruses, information, software, linked Platforms, products, and services obtained through this Platform; or otherwise arising out of the access to, display of or use of this Platform) whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if we , our Affiliates and/or their respective suppliers have been advised of the possibility of such damages.
- b) In relation to any liability which cannot be exclude by law or despite the limitation above, if we or our respective suppliers are found liable for any loss or damage which arises out of or in any way is connected with any of the occurrences described above, then to the maximum extent permitted by law we, our Affiliates' and/or their respective suppliers' liabilities will in no event exceed the loss suffered by you..

- c) The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms of Use is found to have failed of its essential purpose. The limitations of liability provided in these Terms of Use inure to the benefit of our Company, our Affiliates, and/or their respective suppliers.
- X. Our Platform periodically schedules system downtime for the Platforms for maintenance and other purposes. Unplanned system outages also may occur. You agree that we have no responsibility and is not liable for: (a) the unavailability of any of the Platforms; (b) any loss of data, information or materials caused by such system outages; (c) the resultant delay, misdelivery or non-delivery of data, information or materials caused by such system outages; or (d) any outages caused by any third parties, including without limitation any companies or servers hosting any of the Platforms, any Internet service providers or otherwise.
- XI. User understands and agrees that any information or material and/or goods or services obtained through the service is done at user's own discretion and risk and that user will be solely responsible for any damage resulting from any transaction.
- XII. No advice or information, whether oral or written, obtained by user from us for free or through or from the service shall create any warranty not expressly stated herein.

14. GOVERNING LAWS AND JURISDICTION:

- I. This User Agreement shall be construed in accord with the applicable laws of India regardless of your physical location.
- II. The Courts at Bengaluru, India have exclusive jurisdiction in any proceedings arising out of this agreement.

15. DISPUTE RESOLUTION:

A. DISPUTE BETWEEN YOU AND US:

- I. Generally, transactions are conducted smoothly on our Platform. However there may be some cases where we and you may face issues. A 'Dispute' can be defined as a disagreement between you and us in connection with a transaction on the Platform.
- II. In the interest of resolving disputes between you and us in the most expedient and cost effective manner, you and we agree that any and all disputes arising in connection with the Terms shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes but is not limited to all claims arising out of or relating to any aspect of the Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of the Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THE TERMS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
- III. The seat of Arbitration shall be Bengaluru and the language used for arbitration shall be English.
- IV. The award of the arbitration shall be binding on both, you and us.

- V. The suits which are impliedly or specifically barred by this agreement shall be opposed by us by pleading this agreement.

B. DISPUTE BETWEEN CHEFS AND USERS OR ANY USERS

- I. We shall not be responsible for any dispute between Chef and the User or between any two users thereto.
- II. Such dispute shall be between the Users and the Users shall themselves resolve the same without involving us in between.

16. PLATFORM SECURITY:

You are prohibited from violating or attempting to violate the security of the Platform, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Platform, overloading, "flooding," "spamming," "mail-bombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Platform or any activity

being conducted on this Platform. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Platform other than the search engine and search agents available from us on this Platform and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer).

17.PRIVACY:

All Personal Information and User Generated Content provided to or displayed on the Platform and Services are subject to our Privacy Statement.

18.NOTICE

- I. By using the Platform and Services, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Platform and Services.
- II. You acknowledge that all contracts, notices, information and other communication we may provide electronically comply with any legal requirements that such documents are in writing.
- III. Notice will be deemed received and properly served immediately when posted on the Platform and Services, 24 hours after an email is sent, or 3 days after the date of posting any letter. As proof of service, it is sufficient that:
 - For letters, the letter was properly addressed, stamped and placed in the post; and
 - For emails, the email was sent to the specified email address.

19. LEGAL COMPLIANCE

- I. In addition to this Agreement, you must familiarize yourself with, and comply with the Policies, domestic laws (including common law), state legislation, international laws, statutes, ordinances and regulations regarding your use of our services. Notwithstanding successful conclusion of a transaction you must ensure strict compliance with any particular formalities which, if not complied with, will either render a transaction void or unlawful.
- II. You alone, and not we, are responsible for ensuring that the services and any other activities conducted on the Platform are lawful. You must ensure that they comply with all applicable laws in Australia and all other countries.
- III. You should comply with country, state and federal regulations.

20. LINKS TO OTHER PLATFORMS:

Links to third party Platforms on this Platform are provided solely as a convenience to you. If you use these links, a new browser will be lodged to access linked Platforms. We have not reviewed these third party Platforms and does not control and is not responsible for any of these Platforms or their content. We do not endorse or make any representations about them, or any information, or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party Platforms linked to this Platform, you do this entirely at your own risks.

21. NO WAIVER IMPLIED:

The failure of us to enforce at any time any of the provisions of these of Agreement, or the failure to require at any time performance by you of any of the provisions of these

provisions, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the our right to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of these provisions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

22.SEVERABILITY:

Each Term shall be deemed to be severable. If any Term or portion thereof is found to be invalid or unenforceable, such invalidity or unenforceability shall in no way effect the validity or enforceability of any other Term.

23.ASSIGNMENT:

- I. You will not assign any rights or delegate any obligations under these Terms, in whole or in part, by operation of law or otherwise, without obtaining our prior written consent, which may be withheld in our sole discretion.
- II. We may assign our rights and delegate any of our obligations under these Terms, in whole or in part, without your consent. Any assignment or delegation in violation of the foregoing will be null and void. These Terms will be binding and inure to the benefit of each party's permitted successors and assigns.

24.FORCE MAJEURE:

We shall be under no liability to you in respect of anything that, if not for this provision, would or might constitute a breach of these Terms, where this arises out of circumstances beyond our control, including but not limited to:

- (a) Acts of god;

- (b) Natural disasters;
- (c) Sabotage;
- (d) Accident;
- (e) Riot;
- (f) Shortage of supplies, equipment, and materials;
- (g) Strikes and lockouts;
- (h) Civil unrest;
- (i) Computer hacking; or
- (j) Malicious damage.

25. DIGITAL SIGNATURE:

- I. By using our services, you are deemed to have executed this Agreement electronically, effective on the date you start using our services. Using the services by you constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement.
- II. In connection with this Agreement, you may be entitled to receive certain records, such as contracts, notices, and communications, in writing. To facilitate your use of the Platform, you give us permission to provide these records to you electronically instead of in paper form.
- III. By using our services, you consent to electronically receive and access, via email, all records and notices for the services provided to you under this Agreement that we

would otherwise be required to provide to you in paper form. However, we reserve the right, in our sole discretion, to communicate with Business via the Postal Service and other third-party mail services using the address under which you avail our services thereto. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically at any time by contacting Customer Support. If you withdraw your consent to receive such records and notices electronically, we will terminate your access to the Services, and you will no longer be able to use the Services. Any withdrawal of your consent to receive records and notices electronically will be effective only after we have a reasonable period of time to process your request for withdrawal. Please note that your withdrawal of consent to receive records and notices electronically will not apply to records and notices electronically provided by us to you before the withdrawal of your consent becomes effective.

- IV. In order to ensure that we are able to provide records and notices to you electronically, you must notify us of any change in your email address by updating your Account information on the Platform or by contacting Customer Support.

26. ENTIRE AGREEMENT:

These Terms collectively represent the entire agreement and understanding between you and us and supersede any other agreement or understanding (written, oral or implied) that you and we may have had. Any statement, inducement, promise, covenant or condition not expressly found either in these Terms shall be deemed as void.

27. CONTACT US:

For any further clarification of our Terms and Conditions, please write to us at info@jeerapowder.com.