

TERMS OF USE

1. General Overview

- 1.1 This Platform for usage on your electronic device has been provided to you by **1024X Innovations Private Limited**, a private limited company, registered under the provisions of the Companies Act, 2013 and having its registered offices at **No.10, BM 202, Banaswadi, HRBR Layout, Bengaluru, Karnataka-560043** (“**Company**”). Throughout the Website, the terms/phrases/words ‘we’, ‘us’ and ‘our’ refer to the Company. This Terms of Use is applicable to all persons who access, use, purchase any product or services from the Company (collectively, the “**Services**”) through the mobile apps and other online channels and through other interactions and communications with the Company or its agents or affiliates (collectively, the “**Platform**”). This Terms of Use is applicable to all users of the Services from the Platform.
- 1.2 The Terms of Use, Privacy Policy and any other applicable policies (the “**Policies**”), as updated from time to time, govern your access and use of our Platform and Services.
- 1.3 This Terms of Use is a legally binding contract between you and the Company regarding the terms of access and use of our Platform and Services.
- 1.4 Please read the Terms of Use carefully. By downloading, installing, or otherwise accessing or using our Platform or Services (whether in whole or in part), you agree that you have read, understood and agree to be bound by the Terms of Use. By agreeing to these Terms of Use, you represent that you are at least the age of majority in your state of residence, or that you are the age of majority in your state of residence and you have given us your consent to allow any of your minor dependents to use our Services. If you do not agree with the Terms of Use or any other Policies, please do not access or use any of the Platforms or Services.
- 1.5 Upon your consenting to the Terms of Use and the Policies of the Company (which are incorporated by reference into this Terms of Use), the Company hereby grants you a limited, personal, worldwide, revocable, non-assignable and non-exclusive license to use our Services. This license is for the sole purpose of enabling you to use the Services in the manner expressly permitted by these Terms of Use and the Policies.
- 1.6 The headings used in this Terms of Use are included for convenience only and will not limit or otherwise affect these Terms.

2. Access to the Services

- 2.1 It is your responsibility to ensure your equipment (computer, laptop, netbook, tablet or other mobile device) meets all the necessary technical specifications and is compatible with our Services to enable your access and use of the Services.
- 2.2 You must ensure that the details provided by you are accurate and treat such information as confidential. Based on the information provided by you to us, you may be provided with a login identification (such as a username and password or any other identifier). You are solely responsible for all activities that occur under your login identification and must notify us immediately of any unauthorised use or other security breach relating to your login identification.
- 2.3 We reserve the right to block, disable or delete any login identification, at any time, if in our opinion, you have failed to comply with any of the provisions of the Terms of Use or any other Policies, or if any details you provide for the purposes of registering as a user of the Services prove to be false or a misrepresentation.
- 2.4 You consent to any collection, use or disclosure of personal information or personally identifiable data required to provide you with access to the Services or to deliver the Services to you, as per the Privacy Policy of the Company.
- 2.5 You agree that we may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically, to facilitate the provision of software updates, product support, and other services to you (if any). We may use this information as per the Privacy Policy of the Company, including to improve our products or Services or technologies.
- 2.6 The operation of our Services includes periodic delivery to you of offers, promotions, coupons or other information that may be of interest to you based on your stated preferences or your location. To the extent possible, you may discontinue receiving such information at any time by updating your preferences on the Platform.
- 2.7 Any new features, tools, products or services which are added to the Services shall also be subject to the Terms of Use. You can review the most current version of the Terms of Use at any time on this page. We reserve the right to update, change or replace any part of these Terms of Use by posting updates and/or changes to the Services. It is your responsibility to check the Services periodically for changes. Your continued use of or access to the Services following the posting of any changes constitutes your acceptance of those changes.

3. Usage of Services

- 3.1 Any and all content displayed on, or transmitted *via*, the Services provided to you is on a 'as is' basis and your access to and use of the Services and any content therein is at your own risk.

You may access the content solely for your information and personal use. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit any content on any Platform for any other purposes.

- 3.2 You shall not reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Services, any updates, or any part thereof.
- 3.3 You understand that when using the Services, you will be exposed to content from a variety of sources, and that the Company is not responsible for the accuracy, usefulness, safety or intellectual property rights of, or relating to, such content on the Platform. The Company may, but is not obligated to, monitor or control the content posted on the Platform and/ or *via* the Services. Any use or reliance on any content posted on the Platform and/ or *via* the Services or obtained by you through in any other manner is at your own risk. You further understand and acknowledge that you may be exposed to content which you may deem inaccurate, offensive, or objectionable; and you agree to waive and hereby do waive, any legal or equitable rights or remedies you have or may have against the Company with respect thereto. To the extent permitted by applicable law, you agree to indemnify and hold harmless the Company, its owners, officers, directors and employees to the fullest extent regarding all matters relating to your use of the Services and any content posted by you by access to or use of the Platform and/ or the Services.
- 3.4 Usage of our products and Services should not replace your good judgment and common sense. In any of any concerns and queries, please immediately contact us at () along with the necessary details. Additionally, please read and comply with all information, nutritional content, disclaimers etc. that accompany your product or these Services.

4. Orders

- 4.1 All orders placed on the Platform are undertaken by the third-party vendors including without limitation restaurants, remote kitchens, vendors of ready to eat food, manufacturers, sellers, distributors or importers of any pre-packed foods etc. registered therein (“**Merchants**”).
- 4.2 It is the sole responsibility of the Merchants to honour your order. The Company merely facilitates the orders between you and the Merchant. The Company shall not be liable for any acts or omissions on part of the Merchant including deficiency in service, wrong delivery of order, quality of food, time taken to prepare or deliver the order, etc.
- 4.3 It is hereby clarified that the liability of any violation of the Food Safety and Standards Act, 2006 and applicable rules and regulations made thereunder shall solely rest with the Merchants.
- 4.4 We encourage you to check the food you are ordering and read its description, if provided, prior to placing your order. Please check for allergens with the respective vendors if any. You

understand and agree that food products may contain including without limitation nuts, peanuts, gluten and dairy. We expressly disclaim any liability and responsibility towards claims arising from, incidental to or related with allergic reactions from consumption of such food *viz* the Platform.

- 4.5 We do not warrant to the quality and the quantity of the food purchased, consumed, delivered *viz*. the orders. The Company is merely facilitating the orders and the Company expressly does not warrant that the orders will meet your expectations or that any such issues will be corrected to your satisfaction .Further, the Company shall in no way be held liable or responsible for any reaction, discomfort or any such complications with your health which may be directly or indirectly related with the consumption of food ordered *viz*. the Platform.
- 4.6 Images of food used on our Platform are only representative in nature. The actual food or/and order may not be of the same size, design or packaging.
- 4.7 While placing an order you shall be required to provide certain details, including without limitation, name, contact number etc. You agree to take particular care when providing these details and warrant that these details are accurate and complete at the time of placing an Order. By providing these details, you express your acceptance to the Company's Privacy Policy.
- 4.8 Pickup time/Consumption time quoted at the time of ordering are approximate only and may vary. You shall be solely liable to ensure compliance with the conditions governing the pickup and availability of the order at the time of placing the order, and the Company shall not be liable in any manner in this regard.
- 4.9 You understand and agree that the food ordered is perishable in nature and may have to be consumed immediately. Consumption of food beyond the prescribed time may cause bodily discomfort and, in some cases, may even cause reactions in your body. The Company shall in no way be held liable or responsible for such discomfort and/or reactions as a consequence of such delayed consumption.
- 4.10 You or any person instructed by you shall not use food purchased *viz*. the Platform for commercial purposes or resale.

5. Price and Payment

- 5.1 All prices are quoted on the Platform in Indian National Rupees. The total price for food ordered, including Platform Charges and any applicable charges, will be displayed on the Platform when you place your order. Users shall make full payment towards such food ordered via the Platform.
- 5.2 You understand and agree that the Company shall charge and collect an additional charge for facilitating the order through its Platform ("**Platform Charges**"). The Platform charges may

vary from order to order, which may be determined on multiple factors which shall include but not be limited to the Merchant's discretion, demand during peak hours, order value etc.

- 5.3 The Company shall endeavour reasonable efforts to inform you of the Platform Charges that may apply to you, provided you will be responsible for Platform Charges incurred for your Order regardless of your awareness of such Platform Charges.
- 5.4 All prices listed on the Platform are correct at the time of publication and have been placed as received from the Merchant. While we take great care to keep them up to date, the final price charged to you by the Merchant may change at the time of delivery. In the event of a conflict between price on the Platform and price charged by the Merchant, the price charged by the Merchant shall be deemed to be the correct price except Platform Charges of the Company.
- 5.5 Promo code can only be used by you subject to such terms and conditions set forth by the Company from time to time.
- 5.6 Payment for orders may be made at your discretion. You can pay viz. your credit card or debit card or net banking or via any prepaid instruments as have been provided under the Platform.
- 5.7 You acknowledge and agree that the payment gateway platforms provided on our Platform shall direct you to third-party sites or pages or applications that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of such sites or pages or applications, and we do not warrant and will not have any liability or responsibility for any third-party materials or websites or pages or applications, or for any other data, information, products or services of any third-parties.
- 5.8 We expressly disclaim any liability and responsibility from claims arising from, related with or incidental to the processing, usage and storage of information provided by you to the payment gateway platforms.

6. Cancellation and refund policy

- 6.1 You cannot cancel an Order once the Merchant has accepted the order provided its confirmation.
- 6.2 If you provide incorrect particulars, e.g., contact number, delivery address, or that You remain unresponsive, not reachable or unavailable for fulfilment of the Order then You will not be eligible for any refunds.
- 6.3 No replacement / refund / or any other resolution will be provided by the Company without Merchant's permission. The Merchant shall be solely responsible for such refunds.

- 6.4 Any complaint, with respect to the Order which shall include unfortunate and unforeseen instances including without limitation to food spillage, foreign object in food, delivery of the wrong order etc. shall have to be substantiated with a proof of the same before any resolution can be provided.
- 6.5 You shall not be entitled to a refund in case instructions placed along with the Order are not followed in the form and manner as was intended. Instructions are followed by the Merchant on a best-efforts basis.
- 6.6 All refunds shall be processed 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.

7. Intellectual Property

- 7.1 All rights, title and interest in and to the products, Platform and Services are and will remain the exclusive property of the Company. The Services are protected by copyright, trademark and other Indian laws. Nothing in these Terms of Use or any Policies gives you a right to use the name or any of the trademarks, logos, domain names, distinctive brand features or any other intellectual property rights of the Company. All the data and information arising out of, and in relation to the access and use of the Platform and the Services shall be the property of the Company; and the Company shall be vested with all rights, title and interests thereto. The Company shall have the right to use such data and information in the manner it deems fit, subject however, to the Privacy Policy.
- 7.2 Any feedback, comments, or suggestions you may provide regarding the orders placed viz the Platform or/and Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.
- 7.3 You acknowledge and accept that your use of the device and that of our Services is limited solely to your personal and non-commercial use. Any transfer of the device by you shall be done without recourse to the Company, and the Company shall not be obligated to record the transfer of the device in any manner whatsoever. The usage of our Services does not implicitly or expressly transfer any ownership interest to you in the content, and specifically excludes, without limitation, any commercial or promotional use rights in such content. Furthermore, you are prohibited from republishing, retransmitting and reproducing any images accessed through our Services for any other use or purpose without our prior written consent.

8. Prohibited Uses

- 8.1 In addition to other restrictions and prohibitions as set forth in the Terms of Use and any restrictions and prohibitions under applicable laws, you are prohibited from using the Service for:
- (a) any unlawful purpose;
 - (b) soliciting others to perform or participate in any unlawful acts;
 - (c) violating any international, federal, provincial or state regulations, rules, laws, or local ordinances;
 - (d) infringing upon or violate our intellectual property rights or the intellectual property rights of others;
 - (e) harassing, abusing, insulting, harming, defaming, slandering, disparaging, intimidating, or discriminating any person (irrespective of whether or not such a person is a user of the Services or otherwise) based on gender, sexual orientation, religion, caste, ethnicity, race, age, national origin, disability, or on any other account;
 - (f) submitting any false or misleading information;
 - (g) uploading or transmitting viruses or any other type of malicious data or any code that will or may be used in any way that will affect the functionality or operation of the Service or of any Platform or any other related websites or applications;
 - (h) collecting or tracking the personal information of others;
 - (i) any spamming, phishing, web crawling or spidering or scraping;
 - (j) any obscene or immoral purpose; or
 - (k) interfering with or circumventing the security features of the Service or any related applications.
- 8.2 We reserve the right to discontinue, suspend or terminate your use of the Services for violating any of the prohibited uses or restricted uses.

9. Disclaimer of Warranties; Limitation of Liability

- 9.1 We do not guarantee, represent or warrant in any manner that your use of our Services will be uninterrupted, timely, secure or error-free.
- 9.2 We do not warrant in any manner that the food ordered from the use of the Services will meet your expectations or satisfy your demand. You understand and accept that the reliance on the content provided on the Platform or the output from the Services is solely at your own judgement and risk, and you shall not hold the Company liable for the same in any manner whatsoever.
- 9.3 You agree that, from time to time, we may suspend, modify, restrict or remove our Services for uncertain or indefinite periods of time or cancel the Services at any time, without notice to you.

- 9.4 You expressly agree that your use of, or inability to use, the Services is at your sole risk. The Services delivered to you are (except as expressly stated by us) provided on an 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind.
- 9.5 You acknowledge that third-party links including without limitation the payment gateway platforms on our Platform or Services may direct you to third-party sites or pages or applications that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of such sites or pages or applications, and we do not warrant and will not have any liability or responsibility for any third-party materials or websites or pages or applications, or for any other data, information, products or services of any third-parties.
- 9.6 We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the Platform is entirely at your own risk and discretion; and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
- 9.7 In no case shall the Company, our affiliate entities, directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Services or any products or services procured using the Services, or for any other claim related in any manner to your use of the Services, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Services or any content (or product) posted, transmitted, or otherwise made available *via* the Services or on the Platform, even if advised of their possibility.
- 9.8 No Company reseller, agent, or employee is authorized to make any modification, extension, or addition to the warranty extended by the Company to you with respect to any of our products or Services.

10. Indemnification

- 10.1 You agree to indemnify, defend and hold harmless the Company and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any losses, injuries, claims, demands, proceedings, penalties, interests, costs and expenses, including attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Use or the Policies of the Company or the

documents they incorporate by reference, or your violation of any law or the rights of a third-party.

- 10.2 The indemnification rights of the Company shall be in addition to any rights that may be available to the Company under applicable law (including injunctions and specific performance reliefs), none of which shall be affected in any manner whatsoever.

11. Severability

- 11.1 In the event that any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use. However, such determination shall not affect the validity and enforceability of any other remaining provisions of these Terms of Use.

12. Termination

- 12.1 Each party's obligations and liabilities incurred prior to the termination date shall survive the termination of this Terms of Use for all purposes.
- 12.2 These Terms of Use are effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use our Services, or when you cease using our Services.
- 12.3 If, in our sole judgement, you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use or/and the Policies, we may terminate this Terms of Use at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or we, accordingly, may deny you access to our Services (or any part thereof).

13. Entire agreement

- 13.1 The failure of us to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.
- 13.2 These Terms of Use and any Policies and any other policies or operating rules posted by us on our Platform or in respect of the use of the Services constitutes the entire agreement and understanding between you and us and governs your use of our Services. This will supersede any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use).

- 13.3 Any ambiguities in the interpretation of these Terms of Use and the Policies shall not be construed against the drafting party.

14. Governing law

- 14.1 These Terms of Use and the Policies which govern the use of the Platform and the Services shall be governed by and construed in accordance with the laws of India. Any disputes or claims arising in relation to the Terms of Use and the Policies and any of the Services shall be subject to the exclusive jurisdiction of the courts in Bangalore, Karnataka, India.

15. Comments and Feedback

- 15.1 If, at our request, you send certain specific submissions, or without a request from us, you send creative ideas, suggestions, proposals, plans, feedback or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you provide to us. We are and shall be under no obligation: (a) to maintain any comments in confidence; (b) to pay compensation for any comments; or (c) to respond to any comments.
- 15.2 We may, but have no obligation to, monitor, edit or remove content or comments that we determine in our sole discretion to be unlawful, offensive, threatening, libellous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use.
- 15.3 You agree and will ensure that your comments will not violate any of our rights or the rights of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Services or the Platform. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

16. Contact Information

- 16.1 Questions about the Terms of Use should be sent to us at

