

## **Acceptance of the Terms of Use**

1. These terms of use (the "Terms of Use") govern your use of our website [www.tastytimes.com](http://www.tastytimes.com) (the "Website") and our "Tasty Times" application for mobile and handheld devices (the "App"). The Website and the App are jointly referred to as the "Platform". Please read these Terms of Use carefully before you use the services. If you do not agree to these Terms of Use, you may not use the services on the Platform, and we request you to uninstall the App. By installing, downloading or even merely using the Platform, you shall be contracting with Tasty Times and you signify your acceptance to this Terms of Use and other Tasty Times policies (including but not limited to the Cancellation & Refund Policy, Privacy Policy and Take Down Policy) as posted on the Platform and amended from time to time, which takes effect on the date on which you download, install or use the Platform, and create a legally binding arrangement to abide by the same.
2. The Platform is owned and operated by M/s. Dheemahi Avishkars Technologies Private Limited, a private limited company incorporated under the Companies Act, 1956 and having its registered office at # 323, 7<sup>th</sup> Cross, Upkar Green Fields, Attibele, Bengaluru Rural – 562 107, Karnataka, India. For the purpose of these Terms of Use, wherever the context so requires, "you", "user", or "User" shall mean any natural or legal person who shall transaction on the Platform by providing registration data while registering on the Platform as a registered user using any computer systems. The terms "Tasty Times", "we", "us" or "our" shall mean M/s. Dheemahi Avishkars Technologies Private Limited.

3. Tasty Times enables transactions on its Platform between participating Chefs / Caters / Eateries / Merchants / Restaurants (herein under and after referred as 'Merchants' ) and buyers, dealing in (a) prepared food and beverages, (b) consumer goods, and (c) other products and services ("Platform Services"). The buyers ("Buyer/s") can choose and place orders ("Orders") from a variety of products and services listed and offered for sale by Merchants. Further, the Buyer can also place Orders for undertaking certain tasks on the Platform ("Tasks").
4. Tasty Times enables delivery of such Orders or completion of Tasks at select localities of serviceable cities across India ("Delivery Services") by connecting third party service providers i.e. pick-up and delivery partners ("PDP") who will be solely responsible for providing the pick-up and delivery services and completing Tasks initiated by the users of the Platform (Buyers or Merchants). The Platform Services and Delivery Services are collectively referred to as "Services". For both Platform Services and Delivery Services, Tasty Times is merely acting as an intermediary between the Merchants and Buyers and / or PDPs and Buyers/Merchants.
5. For the pickup and delivery services and completing the Tasks, PDPs may charge the users of the Platform (Buyers or Merchants), a service fee (inclusive of applicable taxes whenever not expressly mentioned) determined on the basis of various factors including but not limited to distance covered, time taken, demand for delivery services/Tasks, real time analysis of traffic and weather conditions, seasonal peaks or such other parameters as may be determined from time to time.

**Changes to the Terms of Use:**

Tasty Times may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Platform thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Platform.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so that you are aware of any changes, as they are binding on you.

**Eligibility to use the services**

You hereby represent and warrant that you are at least eighteen (18) years of age or above and are fully able and competent to understand and agree the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms.

Compliance with Laws. You are in compliance with all laws and regulations in the country in which you live when you access and use the Services. You agree to use the Services only in compliance with these Terms and applicable law, and in a manner that does not violate our legal rights or those of any Third Party(ies).

**Translation of Terms:**

Tasty Times may provide a translation of the English version of the Terms into other languages. You understand and agree that any translation of the Terms into other languages is only for your convenience and that the

English version shall govern the terms of your relationship with Tasty Times. Furthermore, if there are any inconsistencies between the English version of the Terms and its translated version, the English version of the Terms shall prevail over others.

### **Use of Platform and Services**

All commercial/contractual terms are offered by and agreed to between Buyers and Merchants alone with respect to products and services being offered by the Merchants. The commercial/contractual terms include without limitation price, applicable taxes, shipping costs, payment terms, date, period and mode of delivery, warranties related to products and services and after sales services related to products and services. Tasty Times does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the Buyers and Merchants. Tasty Times may, however, offer support services to Merchants in respect to Order fulfilment, mode of payment, payment collection, call centre support and other ancillary services, pursuant to independent contracts executed by Tasty Times with the Merchants. The price of the product and services offered by the Merchant are determined by the Merchant itself and Tasty Times has no role to play in such determination of price in any way whatsoever.

Upon acceptance of any Order or Task by the PDPs, the pickup and delivery services or Task completion services (as the case may be) undertaken by him/her, shall constitute a separate contract for services between Merchants/Buyers and PDPs. Tasty Times shall not be responsible for the services provided by PDP to Merchants/Buyers through the Platform. Tasty Times may, however, offer support services to PDPs in respect of Order fulfilment, payment collection, call centre

support, and other ancillary services, pursuant to independent contracts executed by Tasty Times with the PDPs.

Tasty Times does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc.) of any of the Merchants. You are advised to independently verify the bona fides of any particular Merchant that you choose to deal with on the Platform and use your best judgment on that behalf. All Merchant offers and third-party offers are subject to respective party terms and conditions. Tasty Times takes no responsibility for such offers.

Tasty Times neither make any representation or warranty as to specifics (such as quality, value, salability, etc.) of the products or services proposed to be sold or offered to be sold or purchased on the Platform nor does implicitly or explicitly support or endorse the sale or purchase of any products or services on the Platform. Tasty Times accepts no liability for any errors or omissions, whether on behalf of itself or Third Parties.

Tasty Times does not make any representation or warranty with respect to any aspect of the services being provided by the PDPs through the Platform including but not limited to pick up and delivery services and Task completion services to the Merchants or Buyers as the case may be.

Tasty Times is not responsible for any non-performance or breach of any contract entered into between Buyers and Merchants, and between Merchants/Buyers and PDP on the Platform. Tasty Times cannot and does not guarantee that the concerned Buyers, Merchants and PDPs will perform any transaction concluded on the Platform. Tasty Times is not responsible for unsatisfactory or non-performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.

Tasty Times is operating an online marketplace and assumes the role of facilitator, and does not at any point of time during any transaction between Buyer and Merchant and/or Buyer and PDP on the Platform come into or take possession of any of the products or services offered by Merchant or PDP. At no time shall Tasty Times hold any right, title or interest over the products nor shall Tasty Times has any obligations or liabilities in respect of such contract entered into between Buyer and Merchant and/or Buyer and PDP.

Tasty Times is only providing a platform for communication and it is agreed that the contract for sale of any of the products or services shall be a strictly bipartite contract between the Merchant and the Buyer. In case of complaints from the Buyer pertaining to efficacy, quality, or any other such issues, Tasty Times shall notify the same to Merchant and shall also redirect the Buyer to the consumer call center of the Merchant. The Merchant shall be liable for redressing Buyer complaints. In the event you raise any complaint on any Merchant accessed using our Platform, we shall assist you to the best of our abilities by providing relevant information to you, such as details of the Merchant and the specific Order to which the complaint relates, to enable satisfactory resolution of the complaint.

Similar to the above, Tasty Times is only providing a platform for communication with PDP and does not provide any pick-up and delivery services or Task completion services with respect to the Orders placed by Merchants/Buyers on the Platform as it is merely facilitating Delivery Services by connecting the Merchants/Buyers with the PDP through the Platform. In case of complaints by the Merchants/Buyers for deficiency or lapse in the delivery services or Task completion services provided by PDP, Tasty Times shall notify the same to the PDP and also assist

Merchants/Buyers to the best of its abilities to enable satisfactory resolution of the complaint.

Please note that there could be risks in dealing with underage persons or people acting under false pretence.

### **Use of Website and Apps**

You agree, undertake and confirm that your use of Platform shall be strictly governed by the following binding principles:

1. You shall not host, display, upload, download, modify, publish, transmit, update or share any information which:
2. promotes an illegal or unauthorized copy of another person's copyrighted work (see "copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
3. contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
4. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
5. belongs to another person and which you do not have any right to;
6. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, slanderous, criminally inciting or invasive of another's privacy, hateful, or racially, ethnically objectionable,

disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

7. is misleading or misrepresentative in any way;
8. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
9. harasses or advocates harassment of another person;
10. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
11. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
12. infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity;
13. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
14. contains video, photographs, or images of another person (with a minor or an adult);

15. tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
16. engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of products related to the Platform. Throughout these Terms of Use, Tasty Times' prior written consent means a communication coming from Tasty Times' Legal Department, specifically in response to your request, and expressly addressing and allowing the activity or conduct for which you seek authorization;
17. solicits gambling or engages in any gambling activity which is or could be construed as being illegal;
18. refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use;
19. harm minors in any way;
20. infringes any patent, trademark, copyright or other intellectual property rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
21. violates any law for the time being in force;

22. deceives or misleads the addressee/users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
23. impersonate another person;
24. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancel bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
25. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any criminal offence or prevents investigation of any offence or is insulting any other nation;
26. is false, inaccurate or misleading;
27. directly or indirectly, offers, attempts to offer, trades or attempts to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force; or
28. creates liability for us or causes us to lose (in whole or in part) the services of our internet service provider or other suppliers.

You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any

portion of the Platform or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. We reserve our right to prohibit any such activity.

You shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, "password mining" or any other illegitimate means.

You shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to Platform, or any other Buyer, including any account on the Platform not owned by you, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Platform.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Platform or any service offered on or through the Platform. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Platform or any content on the Platform for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity that infringes the rights of Tasty Times and/or others.

You shall at all times ensure full compliance with the applicable provisions, as amended from time to time, of (a) the Information Technology Act, 2000 and the rules thereunder; (b) all applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or regulations in force); and (c) international laws, foreign exchange laws, statutes, ordinances and regulations (including, but not limited to sales tax/VAT, income tax, service tax, central excise, custom duty, local levies) regarding your use of our service and your listing, purchase, solicitation of offers to purchase, and sale of products or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

In order to allow us to use the information supplied by you, without violating your rights or any laws, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in your Information, in any media now known or

not currently known, with respect to your Information. We will only use your information in accordance with these Terms of Use and Privacy Policy applicable to use of the Platform.

From time to time, you shall be responsible for providing information relating to the products or services proposed to be sold by you. In this connection, you undertake that all such information shall be accurate in all respects. You shall not exaggerate or overemphasize the attributes of such products or services so as to mislead other users in any manner.

You shall not engage in advertising to, or solicitation of, other users of the Platform to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Platform or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other users via the Platform. It shall be a violation of these Terms of Use to use any information obtained from the Platform in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than us without our prior explicit consent. In order to protect our users from such advertising or solicitation, we reserve the right to restrict the number of messages or emails which a user may send to other users in any 24-hour period which we deem appropriate in its sole discretion. You understand that we have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Platform) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and you hereby expressly authorize us to) disclose any

information about you to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

We reserve the right, but has no obligation, to monitor the materials posted on the Platform. Tasty Times shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, **YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE PLATFORM AND IN YOUR PRIVATE MESSAGES.** Please be advised that such Content posted does not necessarily reflect Tasty Times views. In no event shall Tasty Times assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Platform. You hereby represent and warrant that you have all necessary rights in and to all Content which you provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Platform, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Platform.

It is possible that other users (including unauthorized 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.

Tasty Times shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services), hacking, pen testing attempts without our prior consent or a mutual legal agreement.

### **Order Booking and Financial Terms**

The Platform allows the Buyers to place Orders and upon acceptance of such Orders by the Merchants, Tasty Times will, subject to the terms and conditions set out herein, facilitates delivery of goods or services, or completion of Tasks through PDP.

Tasty Times does not own, sell, resell on its own such products offered by the Merchants, and/or does not control the Merchants or the related services provided in connection thereof. Buyer understands that any Order that he/she places shall be subject to the terms and conditions set out in these Terms of Use including, but not limited to, product availability,

delivery location serviceability, and acceptance of Orders by Merchants/PDPs.

As a general rule, all Orders placed on the Platform and Delivery Services are treated as confirmed.

However, upon Buyer's successful completion of booking an Order, we may call the Buyer on the telephone or mobile number provided to confirm the details of such Order, price to be paid and the estimated delivery time. For this purpose, Buyer will be required to share certain information with us, including but not limited to Buyer's (i) first and last name (ii) mobile number; and (iii) email address. It shall be Buyer's sole responsibility to bring any incorrect details to our attention.

In addition to the foregoing, we may also contact you by phone and / or email to inform and confirm any change in the Order, due to availability or unavailability or change in Order or change in price of any item in the Order as informed by the Merchant. Please note that any change or confirmation of the Order shall be treated as final. It is clarified that Tasty Times reserves the right to not to process Buyer's Order in the event Buyer or Merchant or PDP is unavailable on the phone or any other means of communication at the time when we call you for confirming the Order and such event the provisions of the Cancellation and Refund Policy shall be applicable.

All payments made against the Orders or Services on the Platform by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. The Platform will not facilitate transactions with respect to any other form of currency with respect to the Orders or Services made on Platform. You

can pay by (i) credit card or debit card or net banking; (ii) any other RBI approved payment method at the time of booking an Order; or (iii) credit or debit card or cash at the time of delivery. You understand, accept and agree that the payment facility provided by Tasty Times is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment on delivery, collection and remittance facility for the transactions on the Platform using the existing authorized banking infrastructure and credit card payment gateway networks. Further, by providing payment facility, Tasty Times is neither acting as trustees nor acting in a fiduciary capacity with respect to the transaction or the transaction price.

Buyers acknowledge and agree that Tasty Times acts as the Merchant's and PDP's payment agent for the limited purpose of accepting payments from Buyers/Merchants on behalf of the Merchant or PDP, as the case may be. Upon your payment of amounts to us, which are due to the Merchant or PDP, your payment obligation to the Merchant or PDP for such amounts is completed, and we are responsible for remitting such amounts to the Merchant or PDP. You shall not, under any circumstances whatsoever, make any payment directly to the Merchant for Order bookings or to the PDP for delivery of the Order or completion of the Task made using the Platform.

Buyer agrees to pay for the total amount for the Order placed on the Platform. Tasty Times will collect the total amount in accordance with these Terms of Use and the pricing terms set forth in the applicable listing of product or restaurant service for the particular Merchant, apart from the delivery fees for Delivery Services. Please note that we cannot control any

amount that may be charged to Buyer by his/her bank related to our collection of the total amount, and we disclaim all liability in this regard.

In connection with Buyer's Order, he/she will be asked to provide customary billing information such as name, billing address and credit card information either to us or our third party payment processor. Buyer agrees to pay us for the Order placed by you on the Platform, in accordance with these Terms, using the methods described under clause VIII (6) above. Buyer hereby authorizes the collection of such amounts by charging the credit card provided as part of requesting the booking, either directly by us or indirectly, via a third party online payment processor or by one of the payment methods described on the Platform. If Buyer is directed to our third-party payment processor, he/she may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the Platform services. Once the Order is confirmed you will receive a confirmation email summarizing the confirmed booking.

The final tax bill will be issued by the Merchant and PDP (if registered for tax purposes) to the Buyer along with the Order and Tasty Times is merely collecting the payment on behalf of such Merchant and PDP. All applicable taxes and levies, the rates thereof and the manner of applicability of such taxes on the bill are being charged and determined by the Merchant and PDP. Tasty Times holds no responsibility for the legal correctness/validity of the levy of such taxes. The sole responsibility for any legal issue arising on the taxes shall reside with the Merchant and the PDP.

The prices reflected on the Platform, including packaging or handling charges, are determined solely by the Merchant and are listed based on Merchant's information. Very rarely, prices may change at the time of placing Order due to Merchant changing the menu price without due intimation and such change of price are at the sole discretion of the Merchant attributing to various factors beyond control.

The Merchant shall be solely responsible for any warranty/guarantee of the goods or services sold to the Buyers and in no event shall be the responsibility of Tasty Times.

The transactions are bilateral between the Merchant and Buyer, and between Merchant/Buyer and PDP, therefore, Tasty Times is not liable to charge or deposit any taxes applicable on such transactions.

### **Terms of service**

The Buyer agrees and acknowledges that Tasty Times shall not be responsible for:

- a. The services or goods provided by the Merchants including but not limited to serving of food Orders suiting your requirements and taste;
- b. The Merchant's services or goods, or services provided by PDPs not being up to Buyer expectations or leading to any loss, harm or damage to him/her;
- c. The availability or unavailability of certain items on the menu;
- d. The Merchant serving the incorrect Orders; or
- e. Product liability of goods provided by Merchants.

The details of the menu and price list available on the Platform with respect to restaurant services, goods or any other services are based on the information provided by the Merchants and Tasty Times shall not be responsible for any change or cancellation or unavailability.

Buyers and Merchants agree and acknowledge that Tasty Times is not responsible for any liability arising out of delivery services provided by PDP to them.

Buyers may not be able to avail Services if their delivery location is outside Tasty Times' current scope of Service. Tasty Times will keep the Buyer informed of the same at the time of confirming his/her Order booking.

Buyer understands that delivery time quoted at the time of confirming the Order is an approximate estimate and may vary based on the information obtained from PDPs and Merchants. Tasty Times will not be responsible for any delay in the delivery of an Order.

Buyer understands that there are certain Merchants who undertake delivery of their goods and services to the Buyer and the Merchant may charge the Buyer for such service. Tasty Times exercises no control on such delivery services and same shall be under the control of Merchant alone and hence all or any disputes arising out of such delivery services shall be between Buyer and Merchant alone. Tasty Times shall not be responsible for such delivery services and assumes no liability for disputes arising out of the same.

Buyer's Order will be only delivered to the address designated by him/her at the time of placing the Order on the Platform. Buyer's Order will be cancelled in the event of any change of the address as informed by the PDP and Buyer shall not be entitled to any refund for the same. Delivery

of goods and services in the event of change of the delivery location shall be subject to acceptance by the PDP or sole discretion of Tasty Times.

The Buyer shall undertake to provide adequate directions, information and authorisations to accept delivery. In the event of no delivery due to any act or omission attributable to Buyer, the goods or services shall be deemed to have been delivered to the Buyer and all risk and responsibility in relation thereto shall pass to the Buyer without being entitled to any refund.

The Buyer understands that Tasty Times' (including Merchant's and PDP's) liability ends once Order has been delivered to him/her, except where the product liability of the Merchant subsists.

**Services provided:**

You agree and acknowledge that Tasty Times shall be liable in the event you have failed to adhere to the Terms of Use.

Buyer shall be required to provide credit or debit card details to the approved payment gateways while making the payment on the Platform. In this regard, Buyer agrees to provide correct and accurate credit/ debit card details to the approved payment gateways for availing the Services. Buyer shall not use the credit/ debit card which is not lawfully owned by Buyer, i.e. in any transaction, Buyer must use his/her own credit/ debit card. The information provided by the Buyer will not be utilized or shared with any third party unless required in relation to fraud verifications or by law, regulation or court order. Buyer shall be solely responsible for the security and confidentiality of his/her credit/ debit card details. We expressly disclaim all liabilities that may arise as a consequence of any unauthorized use of your credit/ debit card.

Tasty Times does not offer any refunds against goods or services already purchased from a Merchant or PDP through the Platform unless an error that is directly attributable to Tasty Times has occurred during the purchase of such product or services.

We constantly strive to provide you with accurate information on the Platform. However, in the event of an error, we may, in our sole discretion, contact you with further instructions.

If you use the Platform, you do the same at your own risk.

Buyer agrees that the Services shall be provided through the Platform only during the working hours of the relevant Merchants and PDPs.

### **Cancellations and Refunds**

Please refer to the Cancellation and Refund Policy for cancellation and refunds terms in relation to usage of the Platform for availing Services.

### **Copyright Infringement:**

If You believe that any User Contributions violate Your copyright, please send us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

### **Ownership.**

The Services and all rights therein are and shall remain Tasty Times' property or the property of Tasty Times' licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited licence granted above; or (ii) to use or reference in any manner Tasty Times' company names, logos, product and service names, trademarks or services marks or those of Tasty Times' licensors (/Marks/).

**License:**

Subject to your compliance with these Terms, Tasty Times grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your commercial use. Any rights not expressly granted herein are reserved by Tasty Times and Tasty Times' licensors.

**General terms****1. Interpretation:**

The section and subject headings in these Terms are included for reference only and shall not be used to interpret any provisions of these Terms.

**2. Entire Agreement and Waiver:**

The Terms, together with the 'Privacy Policy' and 'Guidelines and Policies', shall constitute the entire agreement between you and us concerning the Services. No failure or delay by us in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of that right or the exercise of any other right, power or privilege.

**3. Severability:**

If any provision of these Terms is deemed unlawful, invalid, or unenforceable by a judicial court for any reason, then that provision shall be deemed severed from these Terms, and the remainder of the Terms shall continue in full force and effect.

#### **4. Partnership or Agency:**

None of the provisions of these Terms shall be deemed to constitute a partnership or agency between you and Tasty Times and you shall have no authority to bind Tasty Times in any form or manner, whatsoever.

#### **5. Non-Compete:**

Merchants are expected to work solely with the Tasty Times, and further Merchants who have engagements prior with competitors to joining Tasty Times agree to feature a set of dishes not registered with the competitor.

#### **6. Treatment of information provided by you:**

We process information provided by you to us in accordance with our Privacy Policy.

#### **7. Third Party Content:**

We cannot and will not assure that other users are or will be complying with the foregoing rules or any other provisions of these Terms of Use, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

#### **8. Severability:**

If any of these Terms of Use should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms of Use are intended to be effective, then to the extent

and within the jurisdiction where that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.

**9. Non-assignment:**

You shall not assign or transfer or purport to assign or transfer the contract between you and us to any other person.

**10. Text Messaging.**

By creating an Account, you agree that the Services may send you text messages as part of the normal business operation of your use of the Services. You consent to receiving such text messages and acknowledge that any steps taken by you to not receive such text messages will affect your use of the Services.

**11. Indemnity:**

You agree to indemnify and hold Tasty Times and its affiliates and their officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Tasty Times' use of your User Content; or (iv) your violation of the rights of any third party, including Users (/Losses/).

Your liability under this clause shall be reduced proportionately if, and to the extent that, Tasty Times directly caused or contributed to any such Losses.

## **12. Dispute Resolution:**

There are a number of mechanisms available to you to resolve any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Services or these Terms, including those relating to its validity, its construction or its enforceability (any / Dispute/). Tasty Times or its affiliate operates a complaints process to allow you to make complaints about Tasty Times. Tasty Times or Users, and Tasty Times or its affiliate also manages refunds to you in relation to those complaints. Tasty Times or its affiliate will operate this complaints process in a reasonable manner.

To raise a dispute, you may first contact Tasty Times employee at your Bengaluru Office. Alternatively, you may also raise your Dispute through the helpline (/Partner Helpline/) provided for the recording and resolution of Disputes.

In the unlikely event that a Dispute raised by you is not resolved and you, these Terms shall be exclusively governed by and construed in accordance with the laws in force in India. In the event of an unresolved Dispute, the parties shall first attempt to amicably settle the dispute through Mediation. If the dispute between the Parties cannot be resolved through Mediation within a period of 45 days from the reference of the dispute to Mediation, the Parties may pursue final and binding arbitration or other alternative dispute resolution as agreed upon by the parties. Arbitration will be in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time) and seat and venue of the Arbitration shall be at Bengaluru Urban / Rural.

Any proceedings, including documents and briefs submitted by the parties, correspondence from a mediator, and correspondence, order and awards issued by an arbitrator, shall remain strictly confidential and shall

not be disclosed to any third party without the express written consent of the Tasty Times.

**Contact us:**