

## **Terms of Service**

This Terms of Service ("User Agreement") is an electronic record in terms of Information Technology Act, 2000 as amended from time to time and is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and terms and conditions for access and/or usage of this website, mobile or tablet application, or other online service or platform ("Website/Service"). This user agreement is generated by a computer system and does not require any physical or digital signatures.

By accessing and/or using the Website, you signify your agreement to accept these as binding User Agreement herein.

This document constitutes a legally binding user agreement between the Company and you. If you do not agree with any or all of the following User Agreement (including the privacy policy), please do not access and/or use the Website.

We reserve the right, at our sole discretion, to change, modify or otherwise alter these User Agreement at any time without prior notice. Such changes and/or modifications shall become effective immediately upon being posted/published on the Website.

### **1. Grant of access:**

The Company grants you a personal, revocable, non-exclusive, non-transferable right to access and use the Website, for non-commercial use only and private viewing only, in accordance with this User Agreement. This User Agreement governs your access of the Website and any data, message, text, image, audio, sound, voice, codes, computer programmes, software, database, information, content, etc. that is hosted, published, shared, transaction, displayed and/or uploaded.

You undertake that, your access of the website shall be in compliance with all the applicable laws (as amended from time to time). You understand that your access of the website and its contents may vary depending upon your jurisdiction, device specifications, internet connection etc. You acknowledge and agree that we will provide you only access to the Website/Services and that you will be solely responsible for all equipment as may be necessary for you to access the internet, mobile and/or other connection, operator and service fees associated with our access, etc.

### **2. Conditions of service:**

2.1 Delivery: The Company may allow online ordering and delivery facilitated through either the company itself or through third-party channels. The Company reserves the right to accept or deny delivery or cancel delivery without assigning any reason. All accepted orders for delivery shall be endeavored to meet the scheduled timelines, however, same is not guaranteed for all orders.

2.2 Menu, Pricing and Payment: Menu and prices are subject to changes and at the discretion of the Company without the requirement of any prior notice or without assigning any reason whatsoever.

2.3 Disclaimer: All products and services provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind.

### **3. Privacy:**

By using the Website / Services, you acknowledge that you have reviewed and understand our Privacy Policy, and consent to the practices described in that policy.

### **4. Ownership of Intellectual Property Rights:**

The following terms shall have the meaning as ascribed to them below:

4.1. "Intellectual Property Rights" shall mean all patents, trademarks, service marks, copyrights, database right, trade names, brand names, trade secrets, design rights and similar proprietary rights of the Company whether registered or unregistered and all renewals and extensions.

4.2. All rights, title and interest in the Intellectual Property Rights in the Website including without limitation all its constituents, content, text, images work, computer programme, works under the Copyright Act, 1957, specifications, instructions, abstracts, summaries, copy sketches, drawings, artwork, software, source code, object code, comments on the source code and object code, domain names, application names, designs, database, tools, icons, layout, programs, titles, names, manuals, graphics, animation, games, applications, user interface instructions, photographs, profiles, illustrations, and all other elements, data, information and materials ("Materials") are the property of the Company and/or its licensors and/or other respective owners and are protected, without limitation, pursuant to Intellectual Property Rights laws. The Company retains full, complete, and absolute title to the Website and all Intellectual Property Rights therein.

4.3. The Website including any Materials thereon shall be deemed to be non-exclusively licensed to you by us only for your non-commercial personal use and only for such period as we may, in our sole discretion, deem appropriate. You shall not use, reproduce, redistribute, sell, offer on commercial, rental, decompile, reverse engineer, disassemble, adapt, communicate to the public, make a derivative work, interfere with the integrity of the Website (including without limitation the software, coding, constituents, elements, Materials, etc.) in any manner whatsoever.

4.4. You expressly confirm not to, directly or indirectly, copy, reproduce, modify, edit, re-edit, amend, alter, vary, enhance, improve, upgrade, create derivative works, translate, adapt, abridge, delete, display, perform, publish, distribute, circulate, communicate to the public, disseminate, broadcast, transmit, sell, rent, lease, lend, assign, license, sub-license, disassemble, decompile, reverse engineer, market, promote, circulate, exploit, digitally alter or manipulate the Website (including any and all Materials therein) (in whole or in part) in any manner, medium or mode now known or hereinafter developed.

## **5. Material pertaining to User/s:**

5.1 In the event the Company hosts or puts up views of any partners or whether third party or other such views, then the views shall demonstrate only the author's views and not the views of the Company.

5.2 By posting your material or reviews on the Website, you undertake, represent and warrant to the Company that: (a) the User Material is original; (b) does not infringe the rights of any third party including without limitation to the Intellectual Property Rights; and (c) is not defamatory, derogatory or abusive or malicious or hurtful to any person, particular entity, group, caste, religion, race or community or seditious or pornographic or vulgar or in violation of any law.

5.3 You agree, covenant and undertake that you shall not host, display, upload, modify, publish, transmit, update or share any data, information, content or message that:

(a) belongs to another person and to which you do not have any right to or impersonate any person or entity, or misrepresent your credentials or any information you provide;

(b) infringes any patent, trademark, copyright or other proprietary rights or intellectual property rights or violates any applicable national or international laws, regulations, rules and/or guidelines;

(c) harvest or otherwise collect or store any information (including personal information) about other users, including e-mail addresses, without the express consent of such users;

(d) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource or an act of cyber terrorism;

(e) engage in any other conduct that restricts any person from using the services, or that, in our sole judgment, exposes us, users, or any other third party to any liability, damages, or detriment of any type.

(f) post unauthorized commercial communications and including advertisements; and/or

(g) interfere with, damage, disable, disrupt, impair, create an undue burden on, or gain unauthorized access to the Website, including the Company's servers, networks or accounts.

5.4 You hereby confirm that the Company has the right to determine whether any content, data or information published by you on the Website is appropriate and complies with these User Agreement, and accordingly remove any and/or terminate Your access without prior notice.

5.5 You further agree that the Company shall not be responsible or liable to you for any threatening, defamatory, derogatory, obscene, offensive or illegal conduct by other users or any infringement of your intellectual property rights, privacy rights, personal rights, etc. by other users of the Website.

## **6. Disclaimer and limitation of liability:**

6.1 By accessing and/or using the Website, you agree that your access to the Website is at your sole risk and at your free will.

6.2 The Company disclaims:

(a) Disclaim any and all express or implied representations, warranties and/or conditions of any kind, including but not limited to warranties of reliability, suitability, fitness, merchantability, availability, quality;

(b) Disclaims any warranties arising through course of dealing or usage in trade;

(c) Is not responsible or liable for any allergy, infection, contamination or any such other illnesses; and

(d) Is not responsible or liable for interruptions, delays, inaccuracies, errors, or omissions arising out of your use of the Website or any connected website or with respect to the material thereon;

6.3 Other websites:

The Website may contain links to other websites or services that are not under our control and do not constitute or imply an endorsement or a recommendation by the Company. We encourage you to review the privacy policies and terms of use of these other websites or services.

## **7. INDEMNITY:**

You agree to fully indemnify, defend and hold harmless the Company, its affiliates, associates and group companies, and their respective directors, key managerial personnel, employees, officers, shareholders, agents, representatives, sub- contractors, consultants and third-party providers from and against all losses, claims and damages including legal fees, resulting from: (i) your violation of any term of these user agreement; (ii) your violation of any third party right, including without limitation any publicity, privacy, or intellectual property right; (iii) your breach of any applicable laws; (iv) any unauthorized, improper, illegal or wrongful use of your account by any person, including a third party,

whether or not authorized or permitted by you; and (v) your breach of these user agreement or under applicable law. this indemnification obligation will survive the expiry or termination of these user agreement and your use of the Website.

#### **8. Support:**

If you have any questions, queries or complaints with respect to the Website, then such correspondence should be directed to:

#### **Deluxe Caterers Private Limited**

Address at: 1, Rashid Mansion, Dr. Annie Besant Road, Lotus Junction, Worli, Mumbai 400018

Email: info@charcoalconcepts.com

#### **9. Termination:**

The Company reserves the right to terminate Your access to all or part of the Website, at its sole discretion, without notice and without liability either to the Company or its directors, key managerial personnel, officers, employees, either for convenience or for any reason, including in the event of suspected or actual breach by You of any of these User Agreement, the Privacy Policy, violation of any law including the Act and/or rules thereunder or any other regulation, or for any other reason that the Company deems fit.

#### **10. Miscellaneous:**

10.1. In accordance with the Information Technology (Reasonable Security Practices & Procedures and Sensitive Personal data or information) Rules, 2011 ("Rules") framed under the Information Technology Act, 2000 any complaints/grievance relating to processing of information should be referred to the 'Grievance Officer' of the company by sending an email notification at info@charcoalconcepts.com

10.2 If any provision of these User Agreement is found to be illegal, invalid or unenforceable, then to the extent to which such provision is illegal, invalid or otherwise unenforceable, it shall be severed and deleted, and the remaining provisions shall survive and remain in full force and effect and continue to be binding and enforceable.

10.3 Any express waiver or failure to exercise promptly any right under these User Agreement will not create a continuing waiver or any expectation of non-enforcement.

10.4 These User Agreement shall be governed by and construed in accordance with the laws of the India and be subject to the exclusive jurisdiction of the Courts at Mumbai.

10.5 You expressly consent that the rule of 'Contra Proferentum' shall not apply to this User Agreement.