

## TERMS AND CONDITIONS

### A) Scope and Definitions

These terms and conditions also referred as Terms of Service or Terms of use or T & C is to be applicable for mobile application on Android & iOS platform. These T&C sets forth clauses that embody the rules, requirements, restrictions and limitations that a user must agree as a precondition to use this mobile app or services offered by this app. These T&C collectively forms an important legal agreement between application and its users. Relationship between application and its user is defined. Though the requirement is not mandated by any law but for the purpose of benefits to both app and its users and also to provide a basis for ascertainment of liability and other matters these T&C are provided in this application. Terms and Conditions are provided to maintain rights to exclude users from app in the event that they abuse app, and to maintain legal rights against potential abusers of app, provide for liability of app, to define permitted conduct of application, set up and indemnification process, implement limitation or exclusion of liability etc.

#### Scope:

- Relationship between application and its user is defined
- This document also maintains right to exclude users from app as a consequence of abusing app.
- Terminating access or accounts at discretion.
- To maintain legal rights against potential abusers of app.
- Provide for liability of app, to define permitted conduct of application.
- Set up and indemnification process.
- Implement limitation or exclusion of liability
- Usage and prohibition of use
- Intellectual property matters
- Ownership over content
- Enforce rules, disclaimers, cookies and guidelines

**Definitions and interpretive Matters:** The terms appearing in these rules shall be interpreted according to their natural meaning unless a different meaning is provided for the term purpose. Some of the meanings are hereby provided:

- A. **“We”/“us”:** stand for the admin and owner of this application **"Kings Family Dhaba" i.e.** M/s Kings Family Dhaba a partnership duly registered under the Indian partnership Act, 1932 with the registrar of firms, Government of Telangana and any person acting on their behalf like partners, employees, manager including their assignees, licensee, executors etc.

- B. **“You” “your”** shall mean user using this application, mean any person whether being a user, also it include any person who using the application. It includes both users and delivery persons.
- C. **“Application”/“App”** to mean the application of **“Kings Family Dhaba”** for the purpose of providing services contained therein the application in the android & iOS. This application provides sale of various food items by king’s family dhaba.
- D. **Service or services:** shall means services provided by us with the aid of this application subject to other conditions the service of offering to sale of various groceries like vegetables, rice and other products, helping user to purchase various food items provided.

## B) AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and admin of the App (Kings Family Dhaba) (“we,” “us” or “our”), concerning your access to and use of the app as well as any other media form, media channel, mobile, website or mobile application related, linked, or otherwise connected thereto (collectively, the “app”).

You agree that by accessing the app, you have read, understood, and agree to be bound by all of these Terms of Use. If you do not agree with all of these Terms of Use, then you are expressly prohibited from using the app and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the app from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason.

We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the app after the date such revised Terms of Use are posted.

The information provided on the app is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the app from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

### **C) Acceptance of Terms**

The Conditions apply to any and all use of the app. By using the app, the user signifies their acceptance to these Conditions in full and agrees to be bound by them.

No access to the Services will be permitted unless the Conditions are accepted in full. No user is entitled to accept part only of the Conditions. If a user does not agree to the Conditions, such user may not use the Services.

All users agree to comply with the Conditions and accept that their personal data may be processed in accordance with the Privacy Policy.

In the event that any user fails to comply with any of the Conditions, we reserve the right, but not the obligation at its own discretion, to withdraw the User Account in question and suspend or withdraw all Services to that user without notice.

These Conditions are intended to create binding rights and obligations between user and the app in accordance with the Indian Contract Act, 1872.

### **D) Changes/Amendments to terms, app and service**

We can change the terms and conditions listed above without any notice to users and we reserve the right to change them.

In addition, we may vary or amend the Services provided through the app, its functionality and/ or the “look and feel” of the app at any time without notice and without liability to users.

Any modification to the application, Services or Conditions will take effect as soon as such changes are published on the app, subject to communication of any material change to the Conditions to the users.

Users will be deemed to have accepted any varied Conditions in the event that they use any Services offered through the app following publication of the varied Conditions.

### **E) Information/data/Content of app provided by users**

Users shall retain all ownership rights over the content posted in the application, and we do not claim any right or title over the content part.

Ownership over content/data lies with the user however when user uploads or submits content in the app for the purpose of providing service they grant us license over the content to us. Such license allows us to use the content for the purpose of offering service to users and also to communicate, distribute, modify, publicly display or perform, publish, reproduce, store and use such content worldwide. This license granted by users is for the purpose of operating, promoting, marketing and improving our services.

Users are expressly asked not to publish any defamatory, misleading or offensive content or any content which infringes any other persons intellectual property rights (e.g. copyright). Any such content which is contrary to our policy and we does not accept liability in respect of such content, and the user responsible will be personally liable for any damages or other liability arising and agrees to indemnify us in relation to any liability it may suffer as a result of any such content. However as soon as we become aware of infringing content, we shall do everything it can to remove such content from the app as soon as possible.

## **F) INTELLECTUAL PROPERTY RIGHTS VOILATION**

Unless otherwise indicated, the app is our proprietary property and all source code, databases, functionality, software, app designs, audio, video, text, photographs, and graphics on the app (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the as in force in India and international conventions.

The Content and the Marks are provided on the app “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the app and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the app, you are granted a limited license to access and use the app and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the app, the Content and the Marks.

## **G) Use of Services**

### **1. Account and information:**

**Account:** In order to use the Services each user (customer and delivery person) must create a User Account and agrees to provide any personal information requested.

User agrees and accepts that all of the information they provided when setting up their User Account and at any other time shall be true, correct, complete and accurate in all respects. user also agree that any information supplied or posted on the app in connection with name, address, mobile number, bank account, UPI details and the like will be true, accurate and complete. Delivery person also agree to post correct and accurate information. User agrees and understands that we may undertake any verification to confirm the accuracy of any information provided by the user. We will not be liable to any user in the event that any information provided by another user is false, incomplete, inaccurate, misleading or fraudulent. Unless expressly agreed by us, users are limited to one User Account per user. No User Account may be created on behalf of or in order to impersonate another person.

**Required information:** users are required at the time, when for the first time they download the application or any time after that are required to fill in asked information, without which services cannot be availed. The information so required is to include name, mobile number, email address, location, bank account & UPI details and other details as required. Such information is to be provided in the form requested and also correct information is to be provided.

**Confidentiality:** Information or data entered by users in the application or otherwise known through this application by us shall not be in any case shared with any third party to the prejudice of the users, except when it is required by law or justified by law to do so or where there has been fraud played on by users.

## 2) Service:

This application offers to sale of various food items by kings family dhaba, helping user to purchase various food items.

(User app) to be used for delivery of food items. Wherein foods items are ordered by customers through this application. This application enables users to offer to sale food in the app, customer can view the items and place order for same. User can pay the food ordered online. Order and pick up module for users to place order and pick the same. Delivery app for delivery boys to deliver food to users.

User can visit profile and Edit profile picture, Edit profile, Edit or change mobile number, address etc. User to enter details in the profile as to address.

### 3) Messages:

User can in this section communicate with the us and/or delivery persons via Message, or call.

We may review, scan, and moderate the messages the users exchange with us through the app in particular for fraud prevention, customer support purposes and ensure compliance with applicable law. By using the app and accepting the Terms and conditions user agrees that we, at our sole discretion, may review, analyze and moderate the messages exchanged through the app.

In particular the user undertakes to refrain from writing/sending any message which content:

- ⊆ Belongs to another person and to which You do not have any right to;
- ⊆ Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, 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.
- ⊆ Harms any person/property in any way.
- ⊆ Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- ⊆ Threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting of any other nation.
- ⊆ Infringes any patent, trademark, copyright or other proprietary rights.

### 4) Contacting users

By accepting the terms and conditions contained herein, every user hereby agrees and gives consent to us to communicate via phone calls, sms, email and such other means as we may deem fit. Such communications to users may be recorded through technical support provided by third parties for the purpose of training, quality and for regularly updating the users about the services of application.

### 5) Process:

- ✚ User: User to register with the app and create profile.
- ✚ User to view food items segregated into categories.
- ✚ User can buy food either by category or by search.
- ✚ User to view food details.
- ✚ User can select any of the products and add other products.

- + User to have option to navigate via vegetarian and non-vegetarian food.
- + User to find today's exclusive in the app as updated daily by the admin.
- + Users to use the option of add to cart and add to wish list and save the products for buying.
- + User can change or edit the cart items.
- + User is given other options relating to order like create orders and offers on products.
- + User to place order for a minimum amount of Rs.250 or such amount as may be provided in the app from time to time.
- + User to make payment using payment options provided in the app for which confirmation is received.
- + User to get real time updates and can avail offers provided.
- + Other services:
  - o my profile.
  - o Location & availability.
  - o Settings.
  - o Items Ordered and history.
  - o Push Notifications.
  - o Order details.
  - o Log out.

## H) PRODUCTS

This application provides for users to place order for food items offered by King's Family Dhaba. Each of these items are categorized by us, customer can by selecting the category view products in that category. Those items are:

- Vegetarian and Non-vegetarian food items etc.
- Soups, starters, main courses, desserts, breads and many more.

We make every effort to display as accurately as possible the colors, features, specifications, and details of the products that can be ordered via the app. However, we do not guarantee that the colors, features, specifications, and details of the products will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the products.

All products are subject to availability, and we cannot guarantee that items will be in stock]. We reserve the right to discontinue any products at any time for any reason. Prices for all products are subject to change.

## I) Disclaimer & Liability

We are offering this application on as-is basis and provide no guarantee or representation or conditions of any kind legal, express or implied arising out of usage of this application.

Due care has been taken to ensure that all the information contained in this application is correct; despite all efforts in case of any error we shall not be liable. We don't give any warranty regarding virus or any other similar programs that may occur due to usage of this application.

This being an internet based mobile application may sometime mal function or cause some technical problem, we shall try to remove such defects at our earliest convenience, and shall not be liable to pay damages in case of such defect in running of the application.

## **J) PURCHASES AND PAYMENT**

We accept the payment via payment gateway. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the app. You further agree to promptly update account and payment information, including email address, payment method, and bank details, so that we can complete your transactions and contact you as needed. Tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in Indian Rupees only.

You agree to pay all charges at the prices then in effect for your purchases and any applicable delivery fees, transactional charges, maintenance cost, service charge and you authorize us to charge your chosen payment provider for any such amounts upon placing your order.

If your order is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the app. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

## K) GUIDELINES FOR REVIEWS

We may provide you areas on the app to leave reviews or ratings. When posting a review, you must comply with the following criteria:

- (1) You should have firsthand experience with the person/entity being reviewed;
- (2) Your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language;
- (3) Your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
- (4) Your reviews should not contain references to illegal activity;
- (5) You should not be affiliated with competitors if posting negative reviews;
- (6) You should not make any conclusions as to the legality of conduct;
- (7) You may not post any false or misleading statements;
- (8) You may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners.

We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sub licensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

## L) SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the app ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and

dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

### **M) Rights of app owner**

Rights of the app owner: admin to have the following rights:

- ✚ App owner/admin maintains ownership of app
- ✚ App owner/admin can restrict abusive behavior
- ✚ App owner/admin can limit liability to users.
- ✚ App owner/admin can terminate User's account

### **N) Users obligations and kinds**

- ✓ That they shall not use the app or payment gateway for any fraudulent, unlawful or criminal activity or prohibited activity
- ✓ That they will comply with the terms and conditions.
- ✓ Users: Kinds: There are two kinds of user in the application. Firstly those users to use this application to buy products offered. The second categories of users are those who use the delivery app and deliver products to user. Both categories of users use the application and these terms of use, privacy policy is applicable to the all of them except those which are specifically applicable to particular users.

### **o) OBLIGATIONS OF DELIVERY PARTNER**

- ✓ Delivery Partners/agents makes himself available to undertake Delivery Services as and when a request for the same is placed by User through the Kings Family Dhaba Platform.
- ✓ The Delivery Partner/agent shall ensure that the Vehicle is well maintained and in good condition so that there are no delays in rendering Delivery Services.
- ✓ The Delivery Partner shall hold and possess a valid driving license.
- ✓ During the course of undertaking Delivery Services, the Delivery Partner shall conduct himself with honesty, discipline and in accordance with the policies and instructions of the admin, whether presently in force or adopted in the future, including but not limited to safety, driving rules, etc. The Delivery Partner/agents

shall also comply with all Applicable Law including the provisions of the Motor Vehicles Act, 1988 and its corresponding rules.

- ✓ Delivery Partner/agent shall not commit any fraud while providing Delivery Services or otherwise commit any act or omission, to gain any undue advantage.
- ✓ At no time whatsoever shall the Delivery Partner/agent tamper, damage, open or do anything to the food orders of the Users that he is not specifically permitted to do.
- ✓ The Delivery Partner/agents shall undertake the Delivery Services by himself and shall not delegate the same to any individual or third party.
- ✓ The welcome kit shall be used in a prudent manner, so as not to destroy or damage any of its contents.
- ✓ The Delivery Partner/agent acknowledges that the goodwill and reputation of kings Dhaba is at stake with how effectively and efficiently the Delivery Partner/agent. Accordingly, the Delivery Partner shall not do any act that adversely affects admin and undertakes to be in compliance with Applicable Law at all times and protect the brand image, business reputation or any other asset/property of kings family dhaba.

## P) General Terms

- 1) **Termination:** we reserve the right to terminate any of the users account without any prior notice if the user violates any of clauses of these T&C or create risk or possible exposure to legal proceedings.
- 2) **Relationship:** it is hereby unequivocally stated that we are neither agents nor partners with any of the delivery person or user who avails the services.
- 3) **Complaints:** Any complaints or grievances shall be communicated through email address provided or phone number given, best endeavor will be made to redress the same as soon as possible.
- 4) **Marks:** No person shall use our marks and shall be held liable for passing off/ infringements incase similar or identical marks are used resembling our app or of same features or display design etc.
- 5) **Jurisdiction:** any dispute arising as a result of usage of this application shall be subjected to jurisdiction of courts in Sangareddy only.
- 6) **Governing Law:** these T&C are to be governed as per laws that are in force in India and the laws in the state of Telangana.
- 7) **Intellectual property/copy rights violation:** if it is informed that the content of the application/website are causing copyright/Trade mark violation we shall take down/remove any material that turns out to be copyrighted if the violation is brought to our attention. We have a plan and policy in place for taking down violating material when it is brought to our attention.

- 8) **Other terms and conditions:** besides the terms and conditions contained herein user shall be subjected to terms and conditions which shall be shown in app from time to time.
- 9) **Waiver:** user cannot waive either by any act or abstinence any of these terms and conditions and privacy policy.
- 10) **Contact us:** any person whether user or otherwise can contact us.