

DELIVERY PARTNER TERMS AND CONDITIONS

THESE T&Cs WILL GOVERN YOUR USE OF THE FOODIE DELIVERY PARTNER - Veg Affair Delivery Partner Platform (**IN SHORT CALLED FOODIE**), PLEASE ENSURE THAT YOU READ AND UNDERSTAND THESE T&Cs BEFORE USING THE FOODIE DELIVERY PARTNER - Foodie.

By clicking the “**I ACCEPT**” button, you agree to be bound by these Delivery Partner(s) Terms and Conditions (“**T&Cs**”) for using and accessing THE FOODIE DELIVERY PARTNER - Foodie, for the purpose of receiving orders and undertaking delivery to the Customer(s) (*as defined below*) of Veg Affair’s proprietary online website and/or mobile based order placement application (“**Customer Application**”). These T&Cs shall form the complete understanding between you and Veg Affair.

If for any reason you do not accept the terms contained in these T&Cs, do not proceed to accept these T&Cs or use THE FOODIE DELIVERY PARTNER - Foodie or avail any of the services being provided therein. YOUR ACCEPTANCE OF THESE T&Cs SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND Veg Affair IN RESPECT OF THE SERVICES OF THE FOODIE DELIVERY PARTNER - Foodie.

DEFINITIONS

“**Acceptance**” means your affirmative action of clicking on the box against the words “**I Accept**” provided at the end of these T&Cs, by which action, you unequivocally accept these T&Cs and any modifications thereof.

“**Agreement**” shall mean these T&Cs executed between Veg Affair and the Delivery Partner(s) pursuant to which the Delivery Partner(s) has agreed to undertake Delivery Services.

“**Applicable Law(s)**” shall mean and include any law, statute, ordinance, rule, regulation, guideline, policy, or other pronouncement having the effect of a law in India, is in effect or which may come into effect on a future date.

“**Customer(s)**” shall mean the customers who place an order with the Merchant(s) on Foodie.

“**Delivery Partner(s)**” or “**You**” or “**Your**” or “**Yourself**” shall mean the individuals who agree to provide Delivery Services to Veg Affair and the

Customer(s) as per the T&Cs contained hereunder.

“Delivery Partner Fee(s)” shall mean the fees paid to the Delivery Partner(s) for providing the Delivery Services (*as defined below*). The Delivery Partner Fee(s) shall be communicated to the Delivery Partner(s) through Foodie.

“Delivery Partner Information” shall mean and include any personal data collected from the Delivery Partner(s) at the time of onboarding including, KYC documents, valid & operational PAN card, bank account details, copies of a valid vehicle registration certificate, driving license, location data and any other information as may be required by Veg Affair.

“Delivery Partner Vehicle” shall have the meaning assigned to it in Clause 5(ii) of these T&Cs.

“Delivery Services” shall mean the services provided by any of the Delivery Partner(s) for collecting and delivering the items ordered by the Customer(s) from the Merchant(s).

“Intellectual Property Rights” shall mean and include the copyright (*whether registered or not*), patents including rights of filing patents, trademarks, trade names, trade dresses, house marks, collective marks, associate marks and the right to register them, designs (*both industrial and layout*), geographical indicators, moral rights, broadcasting rights, displaying rights, distribution rights, selling rights, reproducing rights, domain names, internet address, graphics, artwork, links, information, logos, software, configuration, marketing and distribution material and any other intellectual property right in the Customer Application, and Foodie, which are used and/or owned by Veg Affair from time to time;

“Captain” shall mean the person designated by Veg Affair responsible for assisting the Delivery Partner(s) on issues pertaining to operating within a designated area and for providing necessary operational support that such Delivery Partner(s) may require.

“Gig(s)” shall mean a feature, whereby a Delivery Partner (s) can book slots in advance to provide Delivery Services.

“Merchant(s)” shall mean an individual(s) entity to which the Customer(s) places an order.

“Platform Services” shall mean the services provided by Veg Affair to the Delivery Partner(s) through the Foodie including receiving orders placed by the

Customer(s), access to the benefits and providing any Delivery Partner(s) assistance etc.

“**Policies**” shall mean the policies and guidelines as available in the help section of the Foodie.

“**Termination Date**” shall mean the date on which the Agreement is terminated either by Veg Affair or by the Delivery Partner(s).

“**Tip(s)**” shall mean a sum of money in addition to the order value that Customer(s) may voluntarily decide to pay the Delivery Partner(s) for the Delivery Services.

“**Veg Affair**” or “**We**” or “**Us**” or “**Our**” shall mean Veg Affair 203, Sachidanand Appt, 13/1 Race Course Road, INDORE - 452003 which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all our successors, affiliates and assigns.

“**Foodie**” shall mean the mobile application Foodie Delivery Partner developed by Veg Affair for the purpose of connecting the Delivery Partner(s) with the Merchant(s) and the Customer(s) to undertake the Delivery Services. It shall also include for all purposes the mobile interface or application provided to the Delivery Partner(s) that enables the Delivery Partner(s) to undertake Delivery Services as well as enables Veg Affair, to track the order status and provide assistance to the Delivery Partner(s) etc.

1. INTERPRETATION

Unless the context of these T&Cs otherwise requires:

A word or an expression, which denotes a natural person shall include an artificial person (*and vice versa*), any one gender shall include the other genders, the singular shall include the plural (*and vice versa*).

- i. Heading and bold typeface in these T&Cs are for convenience only and shall be ignored for the purposes of interpretation.
- ii. The use of the word “**including**” followed by a specific example(s) in these T&Cs, shall not be construed as limiting the meaning of the general wording preceding it.
- iii. The rule of construction, if any, that a contract should be interpreted against the parties responsible for drafting and preparation thereof, shall not apply.
- iv. Reference to any Applicable Law(s) shall mean a reference to that law as amended, consolidated, supplemented, or replaced.

2. SERVICE AND CHARGES

- i. In order to enable the Delivery Partner(s) to provide Delivery Services the Delivery Partner(s) shall be required to pay a one-time onboarding fee to Veg Affair of such amount and in such manner as prescribed by Veg Affair from time to time (“**Onboarding Fee**”). The Delivery Partner(s) for the training and support services provided by Veg Affair will be required to pay a training and support fee (“**Training and Support Fees**”).
- ii. Veg Affair, for making the Foodie available to the Delivery Partner(s), may charge a Platform Services fee (“**Platform Charges**”), which shall be notified to you through the Foodie. Your continuous use of the Foodie and the Platform Services after such notification shall be deemed to be an Acceptance of the Platform Charges.
- iii. The Delivery Partner(s) shall create a log-in ID on the Foodie to be able to render Delivery Services. The Delivery Partner(s) acknowledges that the log-in credentials, including the Delivery Partner’s name and password, are confidential and, accordingly, these details shall not be shared with any third party, without prior written approval from Veg Affair. Any misuse of these credentials shall be the sole liability of the Delivery Partner(s) and may result in suspension of the login ID.
- iv. The Delivery Partner(s) shall have access to the Foodie at all times unless there is a technical error with the Foodie or the Foodie is being updated. Once logged-in, the Delivery Partner(s) shall remain available for the purpose of receiving orders placed by the Customer(s) and undertaking Delivery Services in connection with the same.
- v. The Delivery Partner(s), by logging-in to the Foodie, understands and agrees to being tracked by Veg Affair via GPS enabled tracking technology, for Veg Affair to share this information with the Customer(s) on a real-time basis for tracking the status of their orders. However, it is clarified that the Delivery Partner(s) shall be tracked only for the duration while the Delivery Partner(s) is logged-in to the Foodie.
- vi. The Delivery Partner(s) shall attempt to collect and deliver the Customer(s) order without any unwarranted delay. In the event, there is a delay in delivery, the Delivery Partner(s) will inform the Captain and/or Veg Affair’s representatives providing the reason for such delay to enable Veg Affair to communicate the status of the order to the Customer(s) and/or to the Merchant(s).
- vii. In the event, when the order placed by the Customer(s) remains undelivered or is cancelled for any reason attributable to the Delivery Partner(s), the Delivery Partner(s) will inform the Captain and/or Veg Affair’s representative providing the reason for the order being undelivered or cancelled to enable Veg Affair to communicate such reason to the Customer(s) and/or to the Merchant(s). It is further clarified that if an order gets cancelled or remains undelivered due to Customer’s and/or Merchant(s) fault, then the Delivery Partner(s) will not be penalized in any manner, given

that Delivery Partner(s) has made a genuine attempt to deliver the order. In the instances, where the order remains undelivered and cancelled due to Customer(s) and/or Merchant(s) fault, Delivery Partner(s) shall get the Delivery Partner Fee(s).

- viii. Veg Affair may incentivize Delivery Partner(s) for being available on the Foodie to undertake Delivery Services by adding an availability fee to the payout of the Delivery Partner(s) in addition to the Delivery Partner Fee(s) (“**Availability Fee**”). The Delivery Partner Fee(s) will be paid on every Tuesday for the previous week, unless there is a delay caused in remitting the Delivery Partner Fee(s) to the Delivery Partner(s) due to unavoidable circumstances beyond the control of Veg Affair.
- ix. Notwithstanding anything to the contrary under Clause 3(v) above, the Delivery Partner hereby absolutely, unconditionally and irrevocably authorizes Veg Affair to determine the amounts chargeable by the Delivery Partner(s) as Delivery Partner Fee(s) and Convenience Charges, through such means as Veg Affair may determine the Convenience Charges based on real-time analysis of the demand for Delivery Services, availability of Delivery Partner(s) on the Foodie to provide Delivery Services to the Customer(s) and including other factors like traffic and weather conditions, seasonal peaks as Veg Affair may deem fit. You agree that the Delivery Partner Fee(s) may be revised on the basis of one or more of these factors. Any changes made to the Delivery Partner Fee(s) shall be visible to the Delivery Partner(s) on the Foodie.
- x. Delivery Partner(s) will not charge or demand from the Customer(s) any amount over and above the order value and the Delivery Partner Fee(s) (only for cash on delivery (“**COD**”) orders) unless Customer(s) voluntarily decides to pay an amount in addition to the order value in the form of a Tip(s) either through the Customer Application or as cash at time of receipt of the order.
- xi. Veg Affair may, based on the performance of the Delivery Partner(s), pay an additional amount called Delivery Incentive (in addition to what Veg Affair collects from the Customer(s) for the Delivery Services provided by the Delivery Partner(s) via Foodie.
- xii. Veg Affair may, at any time: (a) set off and/or deduct any amounts payable by or proposed to be paid by Veg Affair to the Delivery Partner(s), including the Delivery Partner Fee(s) and the Availability Fee; and (b) apply such amounts towards any amount due from the Delivery Partner(s) under these T&Cs, including the Platform Charges. Veg Affair will be obligated to pay only such amounts to the Delivery Partner(s), if any amount remains due and payable after such set off and/or deduction as set out under Clause 3(xii). Nothing in this Clause 3(xii) shall prejudice any right or remedy available to Veg Affair, whether under contract, law, or equity to recover any amounts due from, or payable by the Delivery Partner(s) under or in connection with these T&Cs.

3. Tax

- i. You authorize Veg Affair to make Tax Deduction at Source (“**TDS**”) as per the Income Tax Act, 1961, where applicable, and other applicable taxes from the amount paid or remitted to you under the Agreement or these T&Cs, including the Delivery Partner Fee(s) and Tip(s) collected by Veg Affair on your behalf from the Merchant(s) and the Customer(s). Veg Affair will share the proof of such deduction with the Delivery Partner(s) within the time stipulated under the Income Tax Act, 1961.
- ii. Veg Affair shall raise a tax invoice containing such particulars as may be prescribed under the Goods and Service Tax Act, 2017 and the rules made thereunder, as amended from time to time for any amount charged to you by Veg Affair and these amount shall be inclusive of taxes.

4. OBLIGATIONS OF DELIVERY PARTNER

- i. Once the Delivery Partner(s) is logged-in to the Foodie using their log-in credentials, it will be deemed that the Delivery Partner(s) have made themselves available to undertake Delivery Services as and when an order is placed by the Customer(s) and the same is assigned to the Delivery Partner(s) through the Foodie. For Gig(s), the Delivery Partner(s) shall ensure that the Delivery Partner(s) log-in to undertake the Delivery Services for the booked Gig(s). The Delivery Partner(s) understand that Veg Affair shall not be liable to give the Delivery Partner Fee(s) if the Delivery Partner(s) has not logged-in to the Foodie after booking a particular Gig or in case where the Delivery Partner(s) has not completed the delivery of an order placed by the Customer(s).
- ii. Delivery Partner(s) will use their personal vehicle for providing Delivery Services. The Delivery Partner(s) shall ensure that the Delivery Partner Vehicle is in a good running condition, to avoid any unwarranted delays in rendering Delivery Services on this account. All costs, charges and/or fees payable to provision the maintenance and upkeep of the Delivery Partner Vehicle shall be borne exclusively by the Delivery Partner(s).
- iii. **Delivery Partner shall not consume any non-vegetarian food during the time when he is logged in which includes the time he is providing services of picking up the customer order from merchant till the time it is delivered to customer.**
- iv. Veg Affair may provide the Delivery Partner(s) with certain assets including, but not limited to delivery bags, t-shirts etc. (“**Asset(s)**”). These Assets shall be used at all times while providing the Delivery Services in a prudent manner such that no damage is caused to the Assets.
- v. **Delivery partner shall never keep / store non-vegetarian items in assets provided by Veg Affair. These assets includes delivery bags, T-shirts etc.**

- vi. Upon receiving any order to render Delivery Services after logging-in the Foodie, the Delivery Partner(s) shall act and perform its role in an ethical manner and to the best of its abilities by ensuring a timely pick-up and delivery.

The Delivery Partner(s) undertake that the Delivery Partner(s) holds and possesses a valid driving license, vehicle registration number, vehicle insurance policy as required by the Applicable Law(s) for the Delivery Partner(s) to provide Delivery Services. The Delivery Partner(s) shall keep the aforesaid documents validated at all times. Copies of the driving license as well as the registration certificate of the Delivery Partner Vehicle, including any other document and/or information, shall be provided to Veg Affair before commencing Delivery Services or at any other time these documents and/or information may be required by Veg Affair.

- vii. While undertaking Delivery Services, the Delivery Partner(s) shall conduct themselves in accordance with this Agreement and be in compliance with all Applicable Law(s) including but not limited to the provisions of the Motor Vehicles Act, 1988, Food Safety and Standards Act, 2006, its corresponding rules and amendments.
- viii. Delivery Partner(s) agrees and acknowledges that in case Veg Affair is made aware that a Delivery Partner(s) commits any act or omission to gain undue advantage, such as frauds in collusion with Merchant(s) and/or Customer(s), high number of order cancellations, order delay fraud etc., while undertaking Delivery Services, Veg Affair shall, till such time, it is proven to the contrary, may terminate or suspend the account of the Delivery Partner(s) as detailed under clause 10 of these T&Cs.
- ix. At no time whatsoever shall Delivery Partner(s) tamper, damage, open or do anything to the order(s) of the Customer(s) that they are not specifically permitted to do. Any loss suffered by Veg Affair due to the willful tampering, damaging, or opening of the order of the Customer(s), shall be recoverable from the Delivery Partner Fee(s) due to be made by Veg Affair to the Delivery Partner(s).
- x. For COD orders, the Delivery Partner(s) is required to collect the value of the order including Delivery Partner Fee(s) in cash from the Customer(s) on behalf of and due to Veg Affair. The collected amount, (excluding Tip(s)) shall be deposited by the Delivery Partner(s) with Veg Affair. In the event, Delivery Partner(s) does not deposit the cash collected from Customer(s) to Veg Affair, then the cash value shall be deducted from the Delivery Partner Fee(s) of the Delivery Partner(s). In a scenario where, the Delivery Partner(s) fails to collect the order value from the Customer(s), the Delivery Partner(s) shall immediately report to Veg Affair through the Foodie support service such incidents for Veg Affair's investigation and further action.
- xi. After completion of an order by delivering to Customer, if due to complaint of customer, the order needs to be returned / replaced then you shall provide the service immediately. The Delivery Partner shall be paid Convenience Charges and D.P. Fees separately for this work.

- xii. The Delivery Partner(s) shall undertake the Delivery Services by themselves and shall not delegate the same to any third party. In the event, it is reported that the Delivery Partner(s) have delegated the delivery to a third party, the account of the Delivery Partner(s) may be suspended or terminated for misuse of the Foodie and non-adherence of these T&Cs. Further, the Delivery Partner(s) shall be solely responsible for the actions of such person to whom the delivery is delegated including any civil or criminal liability.
- xiii. The Delivery Partner(s) shall not act in any manner that adversely affects Veg Affair and always undertakes adherence with Applicable Law(s).
- xiv. All confidential information related to the Customer(s) and Foodie shall at all times be kept confidential and used only for the limited permitted purposes of rendering Delivery Services. Any disclosure of the confidential information related to the Customer(s) and Foodie may lead to termination of the Delivery Partner(s) Agreement as detailed in Clause 10 of these T&Cs.
- xv. The Delivery Partner(s) shall be entitled to accident benefits, accidental death/ disability benefits under insurance cover provided by Veg Affair, through which the eligible Delivery Partner(s) can claim reimbursement or avail cashless treatment arising out of accident. **In addition to the Medical Benefits, the Delivery Partner(s) may also get discounts on medicines, doctor on call consultations, without any additional cost. The Delivery Partner(s) may get the claim if the Delivery Partner(s) is eligible as provided under such policies of the Medical Benefits and further all the necessary verification of all the requisite documents is completed. More information on the Medical Benefits can be accessed through the Foodie.**
- xvi. Veg Affair shall not monitor the actions of the Delivery Partner(s) unless there is a complaint(s) raised against them.
- xvii. All queries and questions raised by the Delivery Partner(s), including but not limited to how to collect an order, directions for the delivery address, manner to keep and store the ordered items while in transit shall be directed to a Captain for the particular area from where the Delivery Partner(s) is operating to render the Delivery Services.
- xviii. The Delivery Partner shall keep the delivery bags provided by Veg Affair in neat and clean condition. Boxes should be cleaned by a dry cloth at every end of the day, and washed / cleaned by wet cloth weekly.

5. OBLIGATIONS OF Veg Affair

- i. All Delivery Partner Information procured shall be kept confidential and used in accordance with these T&Cs.
- ii. Veg Affair shall make all reasonable efforts to ensure that the Foodie is accessible to the Delivery Partner(s). However, in the event the Delivery Partner(s) is unable to log-in to the Foodie or receive orders for reasons completely attributable to Veg Affair, Veg Affair after investigating the aforesaid technical failure will compensate the Delivery Partner(s) for such monetary loss suffered by the Delivery Partner(s).The Delivery Partner(s)

may reach out to the chat support available on the Foodie and/or may reach out to the Captain to raise such concerns, and the Captain shall endeavor to provide a resolution to the Delivery Partner(s).

6. DELIVERY PARTNER INFORMATION

- i. Veg Affair collects, stores, accesses, uses and processes the Delivery Partner Information in accordance with the applicable data protection laws including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.
- ii. Veg Affair collects, stores, accesses, uses and processes the Delivery Partner Information for conducting background checks including for verification purposes, marketing, Asset(s) distribution, training and support services, analytics, research, any other internal purposes as may be required by Veg Affair or as required under Applicable Law(s) and the Delivery Partner(s) hereby expressly consent for the same.
- iii. Subject to Delivery Partner(s) explicit consent, Veg Affair may share Delivery Partner Information with third party service providers for providing certain additional benefits to the Delivery Partner(s) which may include the vehicle repair and maintenance, electric vehicles facilitation, daily utilities, Medical Benefits, any form of credit facility and any housing facility etc., which may be provided to the Delivery Partner(s) from time to time, on such terms and conditions as may be agreed in writing between the Delivery Partner(s) and Veg Affair.
- iv. Subject to Applicable Law(s), Veg Affair may share the Delivery Partner Information, or information relating to Delivery Services with government agencies, judicial bodies, or any other regulatory authority, if such a request is received by Veg Affair.

7. INTELLECTUAL PROPERTY RIGHTS

- i. The Delivery Partner(s) hereby agree that all Intellectual Property Rights shall be in absolute ownership, possession, and control of Veg Affair, and the Delivery Partner(s) are only permitted to use such Intellectual Property Rights in connection with the Delivery Services rendered under these T&Cs. It is hereby clarified that no license or rights are granted in the Intellectual Property Rights to the Delivery Partner(s) under these T&Cs, by implication or otherwise.
- ii. Notwithstanding anything contained in these T&Cs, in the event the Delivery Partner(s) uses the Intellectual Property Rights in such manner so as to license, sub-license, create derivative Intellectual Property Rights, use

it otherwise not being in connection with Delivery Services rendered under these T&Cs, the same shall constitute a breach of these T&Cs and Veg Affair reserves its rights to resort to legal proceedings against the Delivery Partner(s) for recovering any damages and/or losses suffered or are likely to be suffered.

8. REPRESENTATIONS AND WARRANTIES

The Delivery Partner(s) represent and warrant as follows:

- i. The Delivery Partner(s) are capable of entering in the present Agreement, pursuant to the Indian Contract Act, 1872 and are not below the age of 18 years as on the date on which the Delivery Partner(s) agrees to these T&Cs.
- ii. Any or all information provided by the Delivery Partner(s) is true and correct and no information that could impact Veg Affair's decision of permitting the use of the Foodie to the Delivery Partner(s) or which is capable of impacting the Delivery Partner(s) performance to render Delivery Services pursuant to these T&Cs shall be concealed from the Veg Affair anytime during the subsistence of these T&Cs.
- iii. The Delivery Partner(s) has not been convicted by any court in India or any other country of any crimes including but not limited to involving moral turpitude. Further, the Delivery Partner(s) are not a party to any pending litigation, which shall materially affect their obligations under these T&Cs.

9. SUSPENSION AND TERMINATION

9.1 Suspension:

- i. Veg Affair may suspend and/or temporarily deny the Delivery Partner(s) access to the Foodie where the actions of Delivery Partner(s) can be associated with any potential fraud.
- ii. Failure to verify or authenticate Delivery Partner Information or any other details provided by the Delivery Partner(s) at the time of onboarding.
- iii. Deterring other Delivery Partner(s) from carrying out Delivery Services, causing harm to other Delivery Partner(s), willfully damaging the orders or assets of Veg Affair or indulging in acts such as creating disruption of Delivery Services operations or any activity against Veg Affair.

Veg Affair monitors quality parameters for the Delivery Partner(s) and may suspend Delivery Partner(s) if they show continued poor performance.

Delivery Partner(s) may refer to the Foodie for more information around quality policy and violations that may lead to suspension.

- iv. Veg Affair monitors quality parameters for the Delivery Partner (s) if they show continued poor performance.

9.2 Termination:

- i. Veg Affair may terminate the Agreement and deny the Delivery Partner(s) access to the Foodie at any time by providing a reason for such termination. The date on which the Delivery Partner(s) access to the Foodie is disabled by Veg Affair shall be considered as the Termination Date of the Agreement.
- ii. Without prejudice to the generality of the foregoing clause, Veg Affair reserves the right to terminate the Agreement with immediate effect for reasons including the following:
 - a. Any breach of the terms of these T&Cs by the Delivery Partner(s).
 - b. Violation of the Policies by the Delivery Partner(s).
 - c. Repetitive instances with failure to verify or authenticate Delivery Partner Information, on account to conceal or share incorrect or false information provided by the Delivery Partner(s).
 - d. Any willful action or omission by the Delivery Partner(s) which may cause legal or contractual liability for Veg Affair including but not limited to fraudulent conduct, misconduct, gross negligence, and all other actions specifically prohibited under Applicable Law(s).
 - e. Impersonation.
 - f. Collusion with Customer(s), Merchant(s), and other delivery partners for monetary benefits.
 - g. Indulging in spreading false or misinformation against Veg Affair through digital media, social networking sites, or any other form, with an intent to damage Veg Affair's brand and its goodwill.
 - h. Deterring other Delivery Partner(s) from carrying out Delivery Services, causing harm to other Delivery Partner(s), willfully damaging the orders or assets of Veg Affair and/or of other Delivery Partner(s) and indulging in acts such as creating disruption of the Delivery Services or any activity against Veg Affair.

For more information on the quality policy and grounds of termination, the Delivery Partner(s) may refer to the Foodie.

- 9.3** The Delivery Partner(s) may terminate the Agreement by providing a reason to Captain and/or Veg Affair representatives for such termination. Delivery Partner(s) may inform and share a prior written termination notice with the Captain and/or Veg Affair representatives.

9.4

- i. In the event of suspension or termination, Veg Affair reserves the right to recover any and all amounts due and owed by the Delivery Partner(s) and

take appropriate legal actions that may be available under Applicable Law and equity for recovery of any amounts due.

- ii. Delivery Partner(s) shall be informed by the Captain and/or through Veg Affair representative and/or notification on the Foodie about the default in parameters which caused such suspension or termination. Delivery Partner(s) may reach out to the Captain and/or Foodie chat support to seek any assistance and/or clarification for such suspension or termination. It is clarified that the suspension or termination may be reversed if during the discussion it is found that the default in the parameter was not intentional or for any reason not attributable to the Delivery Partner(s) and/or if the Delivery Partner(s) agrees to improve its performance basis the parameters detailed hereinabove. It is hereby clarified that Delivery Partner(s) would need to complete the training videos, similar to ones provided at the time of onboarding process in order to provide improved Delivery Services, post which the Delivery Partner(s) account shall be enabled. Delivery Partner(s) may reach out to its Captain to understand the performance parameter in order to improve their Delivery Services.

10.INACTIVITY

Delivery Partner(s) understands and agrees that failure to log-in for a continuous period of 21 (Twenty-One) days without intimating Veg Affair may lead to deactivation of the Delivery Partner(s) account. In case, Delivery Partner(s) reach out to Veg Affair through the Captain, Foodie chat support for assistance, and/or through an email with a wish to re-activate their account on the Foodie again, then the Delivery Partner(s) shall be onboarded directly on the present business model in their locality/ city and would require going through the training videos and other modules again.

11.RELATIONSHIP OF THE PARTIES

- i. The Delivery Partner(s) are independent contractors who undertake Delivery Services on a principal-to-principal basis. Delivery Partner(s) shall not create any partnership, joint venture, employment, agency, franchise, sales representative, or any vicarious and absolute liability relationship between Veg Affair and the Delivery Partner(s). It is clearly understood and agreed that under these T&Cs no relationship of employer and employee, principal and agent exists between Veg Affair and the Delivery Partner(s). Further, the Delivery Partner(s) shall not have any claim for permanent employment or employment benefits under any Applicable Law(s). The Delivery Partner(s) shall not, at any time, represent to the Customer(s), Merchant(s), or anyone to be a representative of Veg Affair.
- ii. It is hereby clarified, that Veg Affair shall not exercise operational

supervision on the activities of the Delivery Partner(s) unless any complaint is lodged against the Delivery Partner(s) by a Merchant(s) or Customer(s), or the Delivery Partner(s) acts in a manner that has a direct impact on Veg Affair's reputation and goodwill.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY

- i. The Delivery Partner(s) agree and undertake to indemnify and hold harmless Veg Affair its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorneys' fees) incurred by reason of (i) any breach or alleged breach of your obligations, under these T&Cs; (ii) any violation of Veg Affair's Policies; (iii) any violation of Applicable Law(s); (iv) any willful act or omission that causes or may cause harm to the reputation and goodwill of Veg Affair; (v) any claim of violation of Intellectual Property Rights of Veg Affair; (vi) your misconduct or unauthorized access or use of the Customer(s) data or by the transferring of such data to any third party or unauthorized disclosure or use of confidential information of Veg Affair; (vii) any act of theft, fraud, negligence and misconduct by you; (viii) damage to the Merchant(s) or Customer(s) property or any asset; (ix) any misbehavior towards the Merchant(s), Customer(s) or Veg Affair's employees; and, (x) tampering with the ordered items while performing the Delivery Services.
- ii. The Delivery Partner(s) shall be liable to indemnify and hold Veg Affair harmless against all damages, losses, costs, and expenses incurred by Veg Affair as a consequence of any complaint from a Customer(s) and/or Merchant(s) received by Veg Affair, which for the avoidance of doubt, include the following:
 - a. for any disruption and willful act and/or omission of the Delivery Partner(s) for which Veg Affair has compensated the Customer(s), the Merchant(s) and/or any other delivery partner(s).
 - b. for any claim raised by an authority for which Veg Affair has paid on behalf of the Delivery Partner(s).
 - c. for any damage or loss caused to the property and/or the assets of Veg Affair, the Customer(s), the Merchant(s) and/or any other delivery partner(s), except on account of a normal wear and tear caused in the ordinary course of the Delivery Services .
 - d. for any loss of business caused to Veg Affair for any deliberate fraudulent acts in the Delivery Services.
- iii. In the event the Delivery Partner(s) suffers monetary loss arising out of any

non-compliance of Merchant(s) and/or Customer(s) and/or any circumstances such as failure by a Customer(s) to collect the order and/or failure by a Customer(s) to pay for the order and/or any omission of the Merchant(s) in servicing the orders of the Customer(s) and other such reasons relating to order fulfillment, Veg Affair, subject to an internal verification of such matter shall refund such amount due to the Delivery Partner(s). Provided that, the Delivery Partner(s) claims to have followed all instructions and made all possible attempts to fulfill the order. Veg Affair does not assume any liability or any responsibility for any loss suffered by the Delivery Partner(s) arising out of misbehavior by Delivery Partner(s), Customer(s), Merchant(s) and/or any such act of the Delivery Partner(s), Customer(s) or Merchant(s) that are punishable under law, however Veg Affair in cases wherever required shall extend its support to the Delivery Partner(s) for the necessary resolution.

- iv. For any loss suffered by the Delivery Partner(s) arising out of malfunction, partial or total failure of any network terminal, data processing system, computer tele transmission or telecommunications system of Veg Affair, while performing Delivery Services, Veg Affair shall, subject to verification compensate the Delivery Partner(s) for such monetary loss suffered by the Delivery Partner(s) due to aforesaid technical failures. It is hereby clarified that; at no point shall the monetary loss exceed the sum of the order value and the Delivery Partner Fee(s) payable to the Delivery Partner(s) for that order.
- v. For any loss or damage suffered by the Delivery Partner(s) due to any reason including but not limited to incorrectly placed voice instructions by a Customer, partial or total failure of any network terminal, failure by a Customer(s) to pay for the order, etc., and where the Delivery Partner(s) has followed all instructions and made all possible attempts to collect and/or deliver the order, Veg Affair, pursuant to a verification shall refund such amount to the Delivery Partner(s).
- vi. Veg Affair does not assume any responsibility or liability for any loss or damage caused by any act of the Delivery Partner to Customer(s), Merchant(s) and/or fellow delivery partners while providing Delivery Services and the Delivery Partner shall solely remain liable for such acts.
- vii. Notwithstanding anything contrary contained elsewhere in these T&Cs, the total cumulative liability of the Delivery Partner for order related issues towards Veg Affair shall not exceed the order value. For COD orders, the total liability of the Delivery Partner shall not exceed the total cash collected and not deposited by the Delivery Partner to Veg Affair.

13.SPECIFIC INDEMNITY

The Delivery Partner(s) shall be solely liable for any and all accidents/losses involving the Delivery Partner Vehicle, while providing the Delivery Services. Veg Affair shall not be held liable for any such accidents/ incidents involving the Delivery Partner(s). Provided however that Veg Affair shall provide its reasonable assistance and support to the Delivery Partner(s) in such cases and the Delivery Partner(s) will also be entitled to avail the insurance for instances such as accidents where a Delivery Partner has received bodily injuries and/or if a Delivery Partner becomes disabled to provide the Delivery Services.

14.DISPUTE RESOLUTION

- i. These T&Cs shall be governed by laws of India.
- ii. The courts of Indore shall have exclusive jurisdiction over all disputes arising from these T&Cs.

15. MISCELLANEOUS:

- i. **Force Majeure:** Neither party shall have any liability under or be deemed to be in breach of these T&Cs for any delays or failures in performance of these T&Cs which results from circumstances beyond the reasonable control of that party including but not limited to acts of God, pandemic, Government intervention, lockouts, fire, natural calamities, earthquake, tempest, flood, lighting, violence of any army or mob or enemies of the country.
- ii. **Assignment:** No rights or liabilities under these T&Cs can be assigned by the Delivery Partner(s) hereto without the prior written consent of Veg Affair.
- iii. **Entire Agreement:** These T&Cs supersede all prior discussions and agreements (whether oral or written) if any, between Veg Affair and Delivery Partner(s) with respect to the subject matter of these T&Cs.
- iv. **Term:** The Agreement shall, unless specifically terminated in accordance with the provisions contained herein, be valid and effective from the date of the execution of the Agreement till such time that the Delivery Partner(s) continues to remain enlisted with the Foodie.
- v. **Severance:** Any provision of these T&C which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the validity, legality, and enforceability of the remaining provisions hereof.
- vi. The Delivery Partner(s) also agree that Veg Affair will not be liable for any damages arising as a result of disclosure of the Delivery Partner Information.
- vii. **Delivery Partner(s) Grievance Redressal Mechanism:**
The grievance redressal mechanism is in place for Delivery Partners who believe they may have been subject to discrimination and/or harassment from

Customer(s), Merchant(s), fellow delivery partners, and/or by the Captain. The grievance redressal mechanism is provided under the policy on zero tolerance towards discrimination against and/ or harassment of Delivery Partners as available on the Veg Affair DP Application.

The Delivery Partner(s) may also reach out to Veg Affair representatives and/or through the Foodie chat support for any assistance and/or clarification regarding these T&Cs and/or for any other grievances. Veg Affair on the receipt of any Delivery Partner(s) related grievance shall verify the concern and investigate internally to provide a resolution within 15 (fifteen) days from the date of receipt of such grievance.

- viii. The Delivery Partner(s) hereby acknowledges and agrees to the use of their photographs by Veg Affair for certain purposes, which may include in Veg Affair's internal communications and presentations, training materials, marketing, and advertising activities on various platforms, including without limitation, online advertisement, social media, and offline advertising. The Delivery Partner(s) hereby consents to sharing of its photographs by Veg Affair with third parties for the aforesaid purposes.

16. MODIFICATION

Veg Affair may amend or change these T&Cs, from time to time at its own discretion. Veg Affair will inform the Delivery Partner(s) on the Foodie at least 48 (forty- eight) hours before implementing any amendment/change to these T&Cs. The Delivery Partner(s) shall on the receipt of such notification on the Foodie be responsible for checking these T&Cs and ensure continued compliance with these T&Cs. In the event, Delivery Partner(s) require any clarification for the amendment/change made to these T&Cs, the Delivery Partner(s) may reach out to their Captain. If the Delivery Partner(s) do not agree with the amendment/change made to these T&Cs, the Delivery Partner(s) are advised to immediately cease use of the Foodie. Your use of Foodie after any such amendment/change shall be deemed as your express Acceptance to such amended/changed T&Cs and you also agree to be bound by such amended/changed T&Cs.

17. DISCLAIMER

This document is an electronic record in terms of Information Technology Act, 2000 and Rules framed thereunder (as applicable) and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. Delivery Partner(s)

agrees and acknowledges that the acceptance of delivery of an order placed by the Customer(s) constitutes a separate and independent contract between the Delivery Partner(s) and the Customer(s) for providing Delivery Services.

Veg Affair does not warrant that you will be able to use the Foodie and/ or will be able to provide the Delivery Services at all times or locations on the Foodie or that the Foodie and the Platform Services will be uninterrupted or error-free or that the defects will be capable of being corrected by the Veg Affair in a timely fashion. The Platform Services, Foodie, the output generated there from, and all other technology developed by Veg Affair are provided to you on an “**AS IS**” and “**AS AVAILABLE**” basis and Veg Affair specifically disclaims all warranties and indemnities, express, implied, or statutory, including without limitation any warranty of merchantability, fitness for a particular purpose, accuracy, completeness, or any other warranty arising from the course of performance or course of dealing.