

TERMS AND CONDITIONS OF RESTAURANT PARTNER FOR FOOD ORDERING AND DELIVERY SERVICES ("TERMS")

These Terms and conditions form part of the Restaurant Partner Enrolment Form for Food Ordering and Delivery Services ("**Form**") and constitute a legally binding agreement made between you, whether personally or on behalf of an entity (the "**Restaurant Partner**"), and Veg Affair and its affiliates (collectively, "**Veg Affair**"), regarding use of Veg Affair's Platform – **Foodie** (as defined below) for the provision of Restaurant Services (as defined below) by the Restaurant Partner to the Customers (as defined below).

1. Definitions

- i. "**Calendar Month**" means a month as named in the English calendar.
- ii. "**Service fee**" means the amount payable by the Restaurant Partner to Veg Affair, as set out in the Form.
- iii. "**Customer**" means users who place Orders through the Platform.
- iv. "**Customer Application**" means the proprietary online website and/or mobile based Order placement application "Foodie" of Veg Affair available on the Platform, which enables the Customers to (a) place an Order with the Restaurant Partner for the purpose of availing Restaurant Services; and (b) track the status of the Order placed by such Customer with the Restaurant Partner; and (c) facilitates a provision of payment by the Customer towards the Restaurant Services availed from the Restaurant Partner.
- v. "**Customer Data**" means any and all identifiable information about Customer provided by the Customer via the Platform, including, but not limited to, Customer's name, delivery addresses, email addresses, phone numbers, and Customer preferences, to be governed by the [Privacy Policy](#).
- vi. "**Delivery Partner Fees**" means the delivery fee charged by the Delivery Partner from the Customers on each Order where Veg Affair facilitates delivery

of an Order to the Customers.

vii. **"Convenience Charges"** means an amount charged by the Delivery Partner from the Customers over and above the Delivery Partner Fees on some Orders, determined on the basis of various factors including but not limited to order value, distance covered, time taken, demand for delivery, real time analysis of traffic and weather conditions, seasonal peaks or such other parameters as may be determined from time to time.

viii. **"Electronic Payment Mechanism"** means the online and mobile based payment mechanisms including the third party payment gateways, credit card/debit card/net banking transfer and/or e-wallets and/ or Veg Affair credits that are available on the Platform for the purposes of facilitating the payment of the Order Value by the Customer.

ix. **"Execution Date"** means the date of execution of Form.

x. **"Form"** means the Restaurant Partner Enrolment Form for Food Ordering and Delivery Services executed by the Restaurant Partner.

xi. **"Gross Sales"** means the gross amount charged by the Restaurant Partner to any Customer that is attributable to any Order placed through Veg Affair's Platform including all applicable taxes less discounts being offered by the Restaurant on Veg Affair's Platform (if any).

xii. **"Information"** means the information set out and provided along with the Form and includes any information which is supplied by the Restaurant Partner to Veg Affair under these Terms such as Restaurant Partner's name, establishment name, logo, the Menu items and images for menu items, the price lists underlying the Menu, opening hours of the restaurants operated by the Restaurant Partner, rates at which taxes are charged by the Restaurant Partner to the Customer, delivery areas serviced by the restaurants and/or delivery terms, specific information the Restaurant Partner is under an obligation to supply to Veg Affair (a) immediately on the Execution Date; or (b) within 1 (one) day from any change in such information.

xiii. **"Delivery Partner"** means a third party service provider who collects Order(s) from the Restaurant and delivers it to the Customer location.

xiv. **"Logistics Services"** means facilitation services offered by Veg Affair wherein Veg Affair would connect the Restaurant Partner with Delivery Partner

through its online technology platform “Foodie”, who shall pick Order(s) from the Restaurant, and deliver the same to the Customers.

xv. **"Menu"** means any document or virtual page, which lists out the items for sale offered by the Restaurant Partner to the Customer, on the Platform.

xvi. **"Menu Item Categorisation"** means tagging with respect to food items between Restaurant Service and Supply of Foods and Beverages Items (as defined below) as confirmed by the Restaurant Partner to Veg Affair.

xvii. **"Foodie Outlet" in short called "Foodie"** means the Veg Affair developed Order management application which provides Restaurant Partner the ability to (a) receive an Order for the Restaurant Services; (b) allows the Restaurant Partner to accept or reject the Order within stipulated time; (c) provide updates on the Customers Order and its status; and (d) place a request for Logistics Services, if applicable.

xviii. **"Multiple Outlet Entity"** means the Restaurant, which has more than one outlet under the same ownership providing Restaurant Services.

xix. **"Net Order Value"** means Order Value received, less the Service fee and any other additional amount, charges etc. that are due to Veg Affair from the Restaurant Partner under these Terms or the Form.

xx. **"Net Sales"** means the Gross Sales less applicable taxes charged by the Restaurant and delivery charge and any similar charges levied by the Restaurant (if any);

xxi. **"One Time Sign-Up Fee"** means a one time non-refundable amount set out in the Form, payable by the Restaurant Partner when availing the Services for the first time from Veg Affair.

xxii. **"Optional Services"** means the optional services offered to the Restaurant Partner by Veg Affair from time to time.

xxiii. **"Order"** means the placement of an order by the Customer with the Restaurant Partner for the purchase of any item via the Platform.

xxiv. **"Order Value"** means the amount which is payable by the Customer upon placement of an Order with the Restaurant Partner on the Platform for the Restaurant Service.

xxv. **"Parties"** means Veg Affair and the Restaurant Partner.

xxvi. **"Payment Mechanism Fee"** means the amount payable by the Restaurant Partner to Veg Affair, being a percentage of Order Value including taxes less any charge not levied by Restaurant but collected by Veg Affair, as more specifically set out in the Form;

xxvii. **"Platform"** means the Website and Customer Application owned and operated by Veg Affair, more specifically named "Foodie".

xxviii. **"Pre-Packaged Goods"** means the food and beverages items packaged in such a manner that the contents cannot be changed without tampering it and which is ready for sale to the Customer and as may be defined under the Food Safety and Standards Act, 2006 from time to time.

xxix. **"Restaurant"** means a commercial establishment(s) for which the Restaurant Partner is executing the Form, and from where the Restaurant Services are made available to the Customer, moreover wherein the food and beverage items are prepared and/or delivered to the Customer.

xxx. **"Restaurant Partner"** means the entity/individual being the legal owner of the Restaurant as mentioned in the Form.

xxxi.

"Restaurant Service" means supply by way of service of food and beverages items attracting tax under Section 9(5) of the Central Goods and Services Tax Act, 2017, listed on the Menu from time to time, sold by the Restaurant, listed and advertised by the Restaurant Partner on the Platform.

xxxii. **"Service Operator"** means the Veg Affair operated centralized system used for receiving Orders from Customers through the Customer Application and transmitting those to the Restaurant Partner.

xxxiii. **"Services"** means the services offered by Veg Affair to the Restaurant Partner, on and from the Effective Date, including the following:

- **Order placement and catalog hosting services:** Veg Affair provides the Order placement mechanism for the Customers to place Orders with the Restaurant Partner on a real time basis and helps with listing of the menu and price lists as provided by the Restaurant Partner on its's platform Foodie.

- **Demand generation and marketing:** Veg Affair helps bring new Customers to Restaurant Partner every day. This is done through targeted marketing, enabling appropriate discovery and creating a seamless food ordering experience.
- **Logistics Services:** Veg Affair creates competitive earning opportunities for Delivery Partners, with an intent to create a high quality and reliable delivery ecosystem for delivering Restaurant Partner's Orders.
- **Support for Customers, Restaurants and Delivery Partners:** Customers, Restaurant Partner, and Delivery Partners all have unique needs that often need addressing immediately. Veg Affair has a team ready to help solve any issues, so that the Customers, Restaurants and Delivery Partners experience is seamless.
- **Technology infrastructure:** Veg Affair builds and supports products for Customers, Restaurants and Delivery Partners including payment infrastructure which requires high quality talent and investments.

xxxiv. **"Single Outlet Entity"** means the Restaurant, which has only one outlet providing Restaurant Services.

xxxv. **"Orders requiring support"** means order where Veg Affair support teams extend additional support to mitigate customer escalations including but not limited to, delay in accepting or handing over the Order(s), poor quality food, missing or incorrect item, poor quality packaging, etc.

xxxvi. **"Supply of Food and Beverages Items"** means supply of any food and beverages items, made by the Restaurant through the Platform, other than Restaurant Service attracting tax under Section 9(5) of the Central Goods and Services Tax Act, 2017,

xxxvii. **"Website"** means www.foodievegaffair.com (including the webpages contained or hyperlinked therein and owned or controlled by Veg Affair), and such other media or media channels.

2. Veg Affair's Obligations:

- i. Veg Affair will (a) list Restaurant Partner's menu and the price list on the Platform; and (b) transfer to the Restaurant Partner the amounts received from

the Customers in accordance with agreed Terms set out herein.

ii. Veg Affair will display on the Platform Foodie, on a best effort basis, all necessary information provided by the Restaurant Partner. However, Veg Affair is not under any obligation to display any information until the Restaurant Partner provides all required information and such information is in compliance with Veg Affair's policies and guidelines.

iii. Veg Affair will retain the right to change the rate of taxes on the Menu item list shared by the Restaurant Partner for listing on the Platform. Veg Affair will transmit the Orders placed by the Customer with the Restaurant Partner through Foodie Outlet.

In the event, the Restaurant Partner fails to accept the order over a period of two (2) minutes, Veg Affair reserves the right to temporarily restrict/ deactivate Restaurant Partner's Food Ordering and Delivery services to avoid any Customer complaints. Restaurant Partner's access shall be reinstated upon specific request made to Veg Affair customer support center. Veg Affair reserves the right to cancel any Order where Restaurant Partner is unable to communicate its response within two (02) minutes on (a) acceptance/ rejection of the Customer Order and/ or (b) Order delivery timelines;

iv. Veg Affair will redress the Customers and the Restaurant Partner's complaints in respect of the functioning of the Platform.

v. For the avoidance of doubt it is hereby expressly clarified that Veg Affair is only responsible for providing (i) a Platform to the Restaurant Partner to list, offer and sell the Restaurant Services to the Customers and/or (ii) Logistics Services (if applicable) and that Veg Affair will not be responsible or liable for (i) the quality of the Restaurant Services listed and advertised on the Platform; and/or (ii) the processing of the Orders which have been placed by the Customers with the Restaurant Partner on the Platform; and/or (iii) any delay in preparation of the Order by Restaurant Partner.

vi. Veg Affair may suspend the Restaurant Partner's account if the Restaurant Partner is found non-compliant with the Food Safety and Standards Act, 2006 and the rules, regulations, licenses, standards and guidelines issued thereunder from time to time.

vii. While providing Logistics Services:

a. Veg Affair shall only be responsible to tally the number of items ordered against the Order received. Restaurant Partner acknowledges and agrees that Veg

Affair shall not be responsible for quality or quantity (if the packet of the Order is not tampered with during delivery) of the Order and the Restaurant Partner shall be solely responsible for the quality and quantity of the Order.

Restaurant Partner acknowledges and agrees that delivery will be facilitated by Veg Affair through a Delivery Partner. Restaurant Partner understands and agrees that Veg Affair shall not be responsible if the Delivery Partner indulges in theft of the Order or indulges in any illegal activity or misconduct against/with the Customer(s) and / or the staff of Restaurant Partner or indulges in any vandalism activity against the Restaurant Partner and/or the Restaurant. Please note that Veg Affair uses its best endeavors to fulfill the Logistics Services opted by the Restaurant Partner. Veg Affair has no control, in any manner whatsoever, with respect to the ratings or reviews received by the Restaurant Partner for the Logistics Services availed through Veg Affair, as such ratings are dependent on multiple factors including but not limited to each Customer's experience with the Restaurant Partner and the Restaurant Services.

b. The Restaurant Partner shall not hold Veg Affair liable for any claims, raised by the Customer where the delay in handing over the Order to the Delivery Partner is solely attributable to the Restaurant Partner and its staff.

c. Veg Affair may at its sole discretion charge Delivery Charges and Convenience Charges from Customer for delivery of the Order.

viii. Restaurant Partner acknowledges and agrees that Veg Affair is a mere facilitator in relation to the Logistics Services whereby Veg Affair facilitates logistics services by connecting Delivery Partner with Restaurant Partner for delivery of Order(s) from the Restaurant(s) to the Customer and hence cannot be held liable for any illegal / unlawful activity of the Delivery Partner.

3. Restaurant Partner's Obligations

i. The Restaurant Partner will not discriminate while servicing Orders received from Customer ordering via the Platform. Restaurant Partner will not provide any preferential treatment to customers ordering independently

ii. **The Restaurant Partner hereby declares that it is neither dealing in or storing non-vegetarian items, not even eggs, nor preparing non-vegetarian items in it's kitchen of the outlet registered on the platform.**

iii. **The Restaurant Partner further declares that in future if it in anyway starts**

storing / dealing / preparing non-vegetarian items including eggs, it will immediately deregister itself from platform after giving prior notice to Veg Affair,

iv. The Restaurant Partner will respect the dignity and diversity of Delivery Partners and accordingly will not discriminate against any Delivery Partner on the basis of Discrimination Characteristics (as defined below). The Restaurant Partner is expected to enable provision of a secure and fearless gig work environment for the Delivery Partners including prevention and deterrence of harassment (including sexual harassment) towards Delivery Partners. For the purpose of these Terms, 'Discrimination Characteristics' shall mean discrimination based on race, community, religion, disability, gender, sexual orientation, gender identity, age (insofar as permitted by applicable laws to undertake the relevant gig work), genetic information, or any other legally protected status.

v. Restaurant Partner shall ensure that all mandatory information pertaining to taxes, levies, and charges applicable on the Order(s) are clearly visible to the Customers on their invoice issued for any supply other than Restaurant Service, as per the applicable laws.

For the purpose of clarity, in the case of Restaurant Service(s), Veg Affair will generate the tax invoice on the Restaurant Partner's behalf in accordance with the applicable GST laws and deposit the tax to the appropriate tax authorities.

vi. Restaurant Partner will ensure that the Information provided to Veg Affair is current and accurate, including but not limited to the Restaurant Partner name, address, contact telephone number, email, manager/contact person details, delivery times, opening hours, Menu(s), price lists, taxes, Menu Item Categorisation, service addresses, and other relevant information.

vii. Restaurant Partner shall confirm to Veg Affair its Menu Item Categorisation between Restaurant Service and Supply of Foods and Beverages Items. Menu Item Categorisation as confirmed by the Restaurant Partner shall be consumed by Veg Affair for the purpose of undertaking necessary compliance with the applicable laws. In the event of a dispute in Menu Item Categorisation, the Restaurant Partner undertakes to make good any losses incurred by Veg Affair on account for any mis-declaration or mis-representation of facts.

viii. Restaurant Partner shall ensure that it is the sole author/owner of, or otherwise controls all the content / material, including but not limited to the Restaurant Partner's name, establishment name, logo, menu items, images of the food and

beverages/ menu items, etc. transmitted or submitted by the Restaurant Partner to Veg Affair either through the Platform or otherwise ("**Content**"), or has been granted the right to use such Content from the rights holder of such Content and that it does not violate or infringe the rights of any third party or applicable laws;

ix. Restaurant Partner shall process and execute the Order(s) promptly.

x. The Restaurant Partner shall be obligated to turn off "Accepting Delivery" feature on its food ordering mechanism whenever the Restaurant Partner is unable to provide Restaurant Services to the Customer.

xi. Restaurant Partner acknowledges and agrees that in the event the Customer's experience with the Restaurant Partner and the Restaurant Services is hampered on account of acts and omissions attributable to the Restaurant Partner, including but not limited to, frequent rejection of Order(s), Veg Affair reserves the right to take appropriate action in accordance with its policies, which may be amended from time to time.

xii. Restaurant Partner shall inform Veg Affair about any change or modification made to the Order by the Customer, directly with the Restaurant Partner.

xiii. Restaurant Partner hereby agrees that if it accepts the Order cancellation request raised by a Customer via the Platform for Restaurant Partner, it shall not be eligible to receive any Order Value or amount for such cancelled Order.

xiv. Restaurant Partner shall retain proof of delivery for a period of 180 days from the date of delivery.

xv. In the event the Restaurant Partner undertakes delivery of any Order, it shall ensure only trained personnel undertake such delivery and the safety of the food and beverage is not compromised at any time until the Order is received by the Customer. The Restaurant Partner agrees to indemnify Veg Affair for any claims that may arise on account delivery of Orders undertaken by the Restaurant Partner.

xvi. The Restaurant Partner warrants that the food and beverages provided to Customers are:

a. of high quality and fit for human consumption;

- b. compliant with Food Safety and Standards Act, 2006 and the rules, regulations, licenses, standards and guidelines issued thereunder;
- c. compliant with all other relevant Indian legislation, including all applicable food industry regulations.
- d. No non-vegetarian ingredients have been used in the preparation of food item.

xvii. Where the Restaurant Partner avails any Optional Services, the Restaurant Partner will additionally be liable to abide with the terms and conditions of such Optional Services or any other terms and conditions pertaining to the Optional Services, communicated by Veg Affair from time to time.

xviii. The Restaurant Partner shall contact a Customer if an Order cannot be processed as requested or to clarify the details of an Order, if required, post confirmation of the Order.

xix. To promptly redress the Customer complaints which have been referred by Veg Affair to the Restaurant Partner in respect of the (a) quality, quantity and/or taste of the food and beverage; (b) delivery of the Orders (where such delivery has been undertaken by the Restaurant Partner and the delivery issues are attributable directly to the Restaurant Partner); and (c) failure on part of the Restaurant Partner to comply with the special requests / instructions of the Customers where such requests and/or instructions have been clearly communicated by the Customer at the time of the placement of Order.

xx. The Restaurant Partner shall remove any/all menu unavailable with the Restaurant Partner from the platform.

For the avoidance of doubt it is hereby expressly clarified that Veg Affair is not responsible or liable to the Customer for the (a) quality of the Restaurant Service advertised on the Platform; and/or (b) processing of the Order; (c) misconduct / illegal activity of the Delivery Partner. The Restaurant Partner acknowledges and agrees that it will be solely responsible and liable to the Customer for the (a) quality of the Restaurant Service listed and advertised on the Platform; and/or (b) processing of the Order and © timely delivery of the Orders that have been placed by the Customers with it on the Platform.

xxi. The Restaurant Partner shall ensure that the Order(s) are (a) in accordance

with Order placed by the Customer; and (b) appropriately packed and adequately fastened to avoid any spillage during the transportation. Restaurant Partner understands that the Order will be in transit for the period of delivery from the Restaurant to the Customer and the Restaurant Partner shall ensure that this is taken into consideration while accepting and preparing the same.

xxii. Restaurant Partner shall ensure, while making deliveries, it does not commingle the Order along with other orders it receives directly from customers or from third parties not using the Platform. Restaurant Partner shall pack the Order either in Veg Affair provided packing material or other packaging material. However, under no circumstances shall the Restaurant Partner use third party branding in the packaging material used for the Order.

xxiii. Restaurant Partner shall address and resolve all Customer complaints received by Veg Affair relating to the efficacy, quality or any other issues relating to the Restaurant Services expeditiously within timelines prescribed by the Ministry of Consumer Affairs or any other authority from time to time. Further the Restaurant Partner shall be solely liable and bound to take action on complaints raised by Customer pertaining to the Order(s).

xxiv. Restaurant Partner acknowledges and agrees that Restaurant Partner shall be required to furnish a copy of its PAN Card, TAN, GSTIN, FSSAI license and registration certificates and other details required as per law or for provision of Services, as maybe requisitioned by Veg Affair from time to time failing which, Veg Affair reserves the right to delist the Restaurant Partner from the Platform and / or curtail it's access from the Platform.

Restaurant Partner with Foodie Outlet Mobile App:

a. Shall ensure it has a functional Foodie Outlet Mobile App at all times in order to receive and confirm Customer Orders and provide estimates of delivery times or reject the Order through Foodie;

b. may decline Orders through Foodie, provided however Restaurant Partner shall not use alternate means (phone/ emails) to connect with the Customer in parallel to take the same Orders and thereby circumventing the process;

c. Execute the Orders promptly and indicate the estimated time of delivery to process the Order delivery including updating the Order status (e.g. out for delivery etc.) through Foodie.

xliii. Promotions

Where a Restaurant Partner has agreed to extend Promotions (as defined below) to Customers on Order placed at the Restaurant via the Platform the Restaurant Partner agrees to the following terms and conditions (“Promotion Terms”):

- a. These Promotion Terms apply to a Restaurant Partner’s engagement in Promotions pursuant to which the Restaurant Partner shall extend discounts or offers, as the case may be, to Customers on Order(s) placed with the Restaurant Partner via the Platform.
- b. These Promotion Terms do not alter in any way, the terms or conditions of any other agreement the Restaurant Partner may have with Veg Affair.
- c. Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in the Terms.
- d. By accepting to sign up for Promotions, the Restaurant Partner hereby agrees to the below:
- e. The Restaurant Partner hereby acknowledges and agrees that it shall determine and make available Promotions to Customers at its sole discretion.
- f. For the purpose of these Promotion Terms, “Promotions” shall mean the discounts or offers determined and made available for Customers on Orders placed with the Restaurant Partners via the Veg Affair Platform. The Promotions are only valid on food ordering and delivery.
- g. The Restaurant Partner hereby agrees that the cost of discount under the Promotions shall be completely funded by the Restaurant Partner.
- h. The Restaurant Partner at its sole discretion shall determine the details and validity period of the Promotions.
- i. The Restaurant Partner acknowledges and agrees that the Promotions once determined and made available via the Veg Affair Platform cannot be modified

during the validity period of such Promotions. However, the Restaurant Partner may replace a Promotion with a new (better and modified) Promotion, after giving due notice to Veg Affair.

- j. The Promotions during the validity period, may be suspended or revoked any time at the Veg Affair's sole discretion.
- k. The Restaurant Partner can have any number of Promotions running at a given time.
- l. Unless otherwise specified, the Promotions can be combined with any other offers extended by the Restaurant Partner or Veg Affair or any other third party.
- m. The Restaurant Partner hereby agrees to indemnify and hold Veg Affair and its directors, officers, agents, representatives and employees, harmless from and against any and all claims, suits, liabilities, judgments, losses and damages arising out of or in connection with
- n. (a) any claim or suit or demand on account of Restaurant Partner failing to honor any Promotions; and/or (b) breach of any applicable law.
- o. You hereby agree and acknowledge that Veg Affair has no role or responsibility towards the Promotion(s) and will not be liable to the Restaurant Partner or the Customer for any claim relating to the Promotion(s).
- p. The Promotion(s) are subject to Veg Affair's approval. Veg Affair reserves the right to reject or remove the Promotion(s) at any time, for reasons communicated to the Restaurant Partner.
- q. Veg Affair will determine, in its sole discretion, the placement, and positioning of the Promotion(s) on the Veg Affair Platform.
- r. Veg Affair does not guarantee the reach or performance of the Promotion(s).
- s. The Restaurant Partner is solely liable for compliance with all applicable laws relating to the Promotions.
- t. The arrangement between the parties shall commence from the date of acceptance of these Promotion Terms by the Restaurant Partner and shall be

valid and binding unless terminated in accordance with these Promotion Terms.

- u. The Restaurant Partner may at any time opt out of Promotions with prior notice to Veg Affair, Provided the validity of promotion has been honoured.
- v. Veg Affair may terminate the promotion at any time with a one (1) day prior written notice of termination to the Restaurant Partner.
- w. Notwithstanding anything to the contrary contained herein, Veg Affair may forthwith suspend and/or terminate the Services if the Restaurant Partner is in breach of these Promotion Terms and such breach has not been rectified within five (5) days of notice of breach.
- x. Veg Affair reserves the right to modify the Promotion Terms after prior notice and without liability to the Restaurant Partner. Any such changes will be effective immediately upon the changes being reflected on the Terms.
- y. Veg Affair reserves the right to discontinue the Promotions at its own discretion at any time, without any notice or liability to the Restaurant Partner if the same is necessitated due to legal or regulatory requirements. In case of occurrence of such discontinuance, the Restaurant Partner will be provided with adequate reasons for discontinuation of Promotions in due course.
- z. Termination of these Promotion Terms shall have no effect on these Terms.
- aa. All the rights, duties, liabilities and obligations of the respective parties under the Terms shall form an integral part of these Promotion Terms and shall remain unaltered by these Promotion Terms.
- bb. Except as provided herein and varied/modified, the Terms shall continue to have full force and effect.
- cc. For any help or queries with regard to Promotions, you may reach out via the help center on the Merchant Application.

4. License

Restaurant Partner grants to Veg Affair an unrestricted, non-exclusive, royalty-free licence in respect of all Content (defined herein above) and Information provided to Veg Affair by the Restaurant Partner for the purposes of inclusion on the Platform and as may be otherwise required under the Form. This includes, but is

not limited to, (a) use of the Restaurant Partner's name in the context of Google adwords to support advertising and promotional campaigns to promote food ordering and delivery on internet which may be undertaken by Veg Affair (b) preparation of derivative works of, or incorporate into other works, all or any portion of the marketing materials which will be made by Veg Affair for the purposes of its business.

Any Content, information or material that the Restaurant Partner transmits or submits to Veg Affair either through the Platform or otherwise shall be considered and may be treated by Veg Affair as non-confidential, subject to Veg Affair's obligations under relevant data protection legislation.

The Restaurant Partner also grants to Veg Affair a royalty-free, perpetual, irrevocable, non-exclusive license to use, copy, modify, adapt, translate, publish and distribute world-wide any Content, information or material for the purposes of providing Services under these Terms or to or for the purposes of advertising and promotion of the Platform. The Restaurant Partner agrees that all Content, information or material provided to Veg Affair that is published on the Platform, may be relied upon and viewed by Customers to enable them to make informed decisions at the prepurchase stage.

5. Restaurant Partner Menu and Price List

i. Veg Affair will display on the Platform the menu and price list for all of its Restaurant Partner. The Restaurant Partner agrees that Veg Affair reserves the right to modify and delete certain items from the Restaurant Partner's menu list at its sole discretion, listed on the Platform, to ensure compliance with Food Safety and Standards Act, 2006, requirements or applicable law in the relevant State or Territory and all other applicable legislation, regulations or regulatory standards. Veg Affair shall endeavour to update price lists within 48 hours of being notified of changes (in writing) by a Restaurant Partner. Where the Restaurant Partner has a unilateral right to access Restaurant Partner admin panel or dashboard (subject to Veg Affair's written consent in this regard) to edit and update the Information which is displayed on the Platform by Veg Affair, the Restaurant Partner should ensure that it (i) keeps such information true, accurate and updated at all times; and (ii) complies with Veg Affair's internal terms and conditions of use in this regard and (iii) intimates to Veg Affair about such change

immediately.

ii. Restaurant Partner shall provide Veg Affair with a separate list of all Pre-Packaged Goods which form part of the Restaurant Partner's menu list, to be listed on the Platform, in the format acceptable to Veg Affair.

iii. The Restaurant Partner shall ensure that the Pre-Packaged Goods listed on the Platform shall have shelf life of 30 percent or forty-five (45) days before expiry at the time of delivery to the Customers.

iv. If the Restaurant Partner creates special portion sizes for the Platform, compared to portion sizes on its own channel(s) (i.e., dine-in, delivery or takeaway), pricing should be proportionate or lower for the menu on the Platform.

v. In the event the Restaurant Partner fails to maintain prices as per the aforementioned para, Veg Affair reserves the right to take appropriate action in accordance with its policies, which may be amended from time to time.

vi. The Restaurant Partner shall not charge an amount over and above the maximum retail price ("**MRP**") for all such food and beverage items which have MRP mentioned on them.

vii. The Restaurant Partner acknowledges and agrees that Veg Affair will use its best endeavours to ensure that the Platform is not misused by the Customers for the placement of erroneous / fraudulent orders. In the event of an erroneous / fraudulent Order, the Restaurant Partner undertakes to report such an erroneous / fraudulent Order to Veg Affair's action and investigation. **In this regard, Veg Affair provides a built-in feature(s) in the Foodie Outlet and that will allow the Restaurant Partner to report such erroneous / fraudulent Orders.**

viii. Veg Affair may perform a variety of marketing activities to promote the Restaurant Partner and the Restaurant Partner's menu; provided, however, that all such marketing activities will be determined in Veg Affair's sole and absolute discretion and the Platform may be modified or updated, without notice and from time to time, to reflect any such changes.

6. Use of Veg Affair Platform Foodie Outlet:

Foodie Outlet shall be used by the Restaurant Partner solely for the purpose of

(a) confirming, cancelling and accessing the Order; (b) reviewing the particulars underlying the Orders; (c) updating the Order status; (d) communicating with Veg Affair; (e) reporting erroneous Orders; (f) availing Logistics Services and/or (g) any other use that may be prescribed in writing by Veg Affair in this regard.

The Restaurant Partner undertakes to use the Foodie Outlet in compliance with the instructions for use that may be issued by Veg Affair from time to time in this regard.

i. The Restaurant Partner acknowledges and agrees that these Terms envisage the grant of a limited, non-exclusive, non-transferable, royalty free license from Veg Affair to the Restaurant Partner for the use of the Foodie Outlet. The Restaurant Partner undertakes to and shall use Foodie Outlet only for the purposes prescribed under these Terms and that the Restaurant Partner should not violate the intellectual property rights of Veg Affair over and in respect of Foodie Outlet at any point in time.

7. Payments Mechanism

i. The Restaurant Partner acknowledges and agrees that the Platform will provide the following payment mechanisms to the Customers for the payment of the Order Value:

a. Cash on delivery;

b. Electronic Payment Mechanism; and

c. Redemption of vouchers and/or discount coupons (if any) approved by Veg Affair.

ii. The Restaurant Partner acknowledges and agrees that Veg Affair will provide the Restaurant Partner with a weekly invoice for the Service fee, Payment Mechanism Fee, refund charges, One Time Sign Up Fee and other amounts, charges that is payable by the Restaurant Partner to Veg Affair in respect of the applicable Orders.

iii. Invoices will be sent to the Restaurant Partner by email. All invoices shall be issued from the respective state registered office of Veg Affair from where the Services are being performed by Veg Affair in order to comply with the provisions of Goods & Services Tax (GST) laws applicable in India.

iv. The Restaurant Partner acknowledges and agrees that all amounts that are payable to Veg Affair under these Terms shall be exclusive of the applicable taxes and that all applicable taxes will be charged separately.

8. Obligations of Parties in Case of Online Payment Orders

i. The Restaurant Partner must meet all of the following requirements when it receives an online payment Order:

a. ensure that it does not receive any additional payment from a Customer (including but not limited to payment by cash) when payment has been made online by a Customer;

b. follow all special instructions contained on the Order receipt or as communicated by Service Operator; and

c. obtain a signature from the Customer acknowledging receipt of the Order when the Restaurant Partner undertakes delivery of the Orders independently or through third parties, other than Veg Affair.

ii. ii. If the Restaurant Partner has not complied with the delivery instructions (as set forth in this Order receipt) or has supplied bad quality Goods to the Customer, whereby Veg Affair has (pursuant to the Customer's complaint) been constrained to refund the Order Value to the Customer ("**Problem Order**") in any manner, the Restaurant Partner acknowledges and agrees that the Restaurant Partner will not be paid for such Problem Order and that if the Restaurant Partner has already received the Order Value from Veg Affair in respect of such Problem Order (subject to the appropriate reductions under Clause 10), Veg Affair will have a right in accordance with these Terms to deduct or offset such amount from or against any monies that are owed by Veg Affair to the Restaurant Partner (in respect of future Orders) under these Terms.

iii. Restaurant Partner shall disclose all relevant details pertaining to Problem Order(s) with Veg Affair, if required by Veg Affair.

iv. Veg Affair will communicate promptly with its bank if it becomes aware of any fraud having been committed by a Customer.

9. Payment Settlement Process

i. The Restaurant Partner acknowledges and agrees that any Order Value which is collected by Veg Affair for, and on behalf of, the Restaurant Partner in accordance with these Terms, shall be passed on by Veg Affair to the Restaurant Partner subject to the deduction of the following amounts (as applicable) by Veg Affair from such Order amount:

- a. Service fee (For cash on delivery orders and online paid Orders);
- b. amount of Payment Mechanism Fee due from Restaurant Partner;
- c. amount of tax collected by Veg Affair in case of Restaurant Service provided by Restaurant Partner through the Veg Affair Platform; and
- d. any other amount that are due to Veg Affair under the Form or on account of other services availed by Restaurant Partner from Veg Affair, to which specific consent of the Restaurant Partner is accorded.
- e. Veg Affair Bulk Discount as agreed between Restaurant Partner and Veg Affair.

ii. The Parties acknowledge and agree that after the deduction of the aforementioned amounts, Veg Affair shall remit the Order Value due to the Restaurant Partner on a weekly settlement basis from the date the payment of the Order Value is received by Veg Affair. For weekly settlement of the Order Value, the Parties acknowledge and agree that after the deduction of the aforementioned amounts, Veg Affair shall remit the Order Value due to the Restaurant Partner on a weekly basis after allowing reasonable time for adjustments towards Orders for which the Customers have either refused to pay or have claimed a refund, as applicable (but in accordance with the guidelines prescribed by Reserve Bank of India for payment systems and nodal account) ("Payment Settlement Day"). The Payment Settlement Day for Orders serviced from Monday to Sunday shall be Thursday of the following week. If the Payment Settlement Day falls on a bank holiday it shall be the following working day.

iii. Notwithstanding anything to the contrary contained in these Terms or the Form, the Restaurant Partner, on behalf of itself and all its affiliates, hereby unconditionally and irrevocably authorises Veg Affair to set off, withhold and deduct any amounts owed by the Restaurant Partner or its affiliates to any Veg Affair Group Company under any agreement, arrangement or understanding

between the Veg Affair Group Company and the Restaurant Partner or its affiliates, from the Net Order Value, and apply such amounts towards the dues owed by the Restaurant Partner or its affiliates to the Veg Affair Group Company.

Without prejudice to the other provisions of the Form or these Terms, and solely for the purposes of this Clause 10 (iii), the Restaurant Partner hereby agrees, acknowledges and confirms that the amounts so set off, withheld and applied in the aforesaid manner shall be deemed to form part of the Service fee payable by the Restaurant Partner to Veg Affair under the Form and these Terms. For purposes of the provisions of this clause 10(iii), the term Veg Affair Group Company shall be deemed to include any of Veg Affair's current and former, direct and indirect, subsidiaries and/or controlled affiliates as well as any successor to Veg Affair or all or any material portion of the businesses and/or assets of Veg Affair or any successor thereto or any of its direct and indirect, subsidiaries and/or controlled affiliates.

10. Charges

In consideration of the Services offered by Veg Affair to the Restaurant Partner, the Restaurant Partner undertakes to pay to Veg Affair charges including Service fee, Payment Mechanism Fee, at the rates set out in the Form.

The Restaurant Partner acknowledges and agrees that where Veg Affair extends additional support services to the Restaurant Partner and/or Customers and incurs corresponding support costs, or where Veg Affair issues refunds to the Customers on account of acts or omissions attributable to the Restaurant Partner, including but not limited to, frequent rejection or time-out of Order(s), delay in accepting or handing over the Order(s), poor quality food, missing or incorrect item, poor quality packaging, etc, as may be communicated to the Restaurant Partner in the periodic reports, Veg Affair reserves the right to charge additional amount(s) as highlighted below:

Description	Charges and Deductions	Remarks
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Charges for Orders requiring support [1]	INR 30.00 per Order for all Orders requiring support	Exception for new Restaurant for two (2) weeks from the Effective Date. The Restaurant Partner agrees that this amount will be deducted from its ongoing payouts.
Charges for Restaurant Partner rejected Orders [2]	10% of the Net Order Value of all Restaurant Partner rejected Orders, for the relevant week(s).	Exception for new Restaurant for two (2) weeks from the Effective Date. The Restaurant Partner agrees that this amount will be deducted from its ongoing payouts.

	<p>volume : 25% of the Net Order Value of all Restaurant Partner rejected Orders, for the relevant week(s)</p>	
Charges for replacing / returning/ providing short items[3]	Convenience Fees + Rs 50/-	If order requires physical service for replacing or providing short items from Restaurant Partner or returning item (s) to Restaurant partner

1. Orders requiring support: Orders where support teams extend additional support to mitigate customer escalations including but not limited to, delay in accepting or handing over the Order(s), poor quality food, missing or incorrect item, poor quality packaging, etc.
2. Restaurant Partner rejected Orders: Orders which are not accepted (i.e., on account of rejection or inaction resulting in time-out)by the Restaurant Partner or accepted but not fulfilled by the Restaurant Partner.
3. Replacement / Returning, Providing Short Items: Orders where the item

has to be replaced / returned due to customer complaint accepted by Restaurant. Items that have been supplied short in the delivery, fault accepted by Restaurant partner. These services involve time, money and resources of platform and Delivery Partner.

From time to time, Veg Affair may change the fees for the Services, including without limitation the Service fee rates, Payment Mechanism Fee, any other charges/fees or include any additional charges/fee, with intimation to the Restaurant Partner seven (7) days prior to the date such change(s) or additional charges are to take effect.

11. Taxes

Notwithstanding anything to the contrary herein, the Restaurant Partner is, and will be, responsible for all taxes, payments, fees, and any other liabilities associated with the computation, payment, and collection of taxes in connection with Customer Orders for supply other than Restaurant Service and the Restaurant Partner's use of the Platform and Veg Affair Services. Veg Affair may charge and collect applicable taxes from Customers on behalf of the Restaurant Partner in accordance with instructions provided by the Restaurant Partner and/or applicable law; and, in which case, Veg Affair will collect such tax solely on behalf of the Restaurant Partner and shall pay such amount collected to the Restaurant Partner. The Restaurant Partner shall be solely responsible for verifying amounts collected, filing the appropriate tax returns, and remitting the proper amount to the appropriate tax authorities. Taxes shall include all applicable taxes due in relation to the sale of food and beverages, including pick-up and delivery services (if applicable), by the Restaurant Partner. It is clarified that Veg Affair will not be liable for payment of any Taxes that the Restaurant Partner is liable to pay in connection with supply other than Restaurant Services which shall be provided by the Restaurant Partner to the Customers in accordance with these Terms and that the Restaurant Partner hereby undertakes to indemnify, defend and hold harmless, Veg Affair and each of its affiliates and (as applicable) all of their directors, officers employees, representatives and advisor against any tax liability that may arise against Veg Affair on account of the non-payment of Taxes by the Restaurant Partner under these Terms. Restaurant Partner will be required to deposit relevant taxes, including tax deducted at source (TDS) on the service fee payable to Veg Affair. However, in case where Veg Affair withholds its Service fee before

remitting the settlement dues to the Restaurant Partner, Veg Affair shall refund the TDS to the Restaurant Partner subject to submission of the TDS certificate on a quarterly basis within sixty (60) days from the end of the quarter.

Tax paid by Veg Affair on Restaurant Service under GST laws ('Tax u/s 9(5') of Central Goods and Services Tax Act, 2017:

Veg Affair is, and will be, responsible for payment and collection of taxes in connection with Customer Orders of Restaurant Service. Veg Affair will collect applicable taxes from Customers on behalf of the Restaurant Partner in accordance with GST laws and deposit the same to the proper amount to the appropriate tax authorities. Taxes shall include all applicable taxes due in relation to the supply of Restaurant Service including pick-up and delivery services (if applicable), by the Restaurant Partner. Restaurant Partner(s) will be required to deposit relevant taxes, including tax deducted at source (TDS) on the service fee payable to Veg Affair. However, in case where Veg Affair withholds its Service fee before remitting the settlement dues to the Restaurant Partner, **Veg Affair shall refund the TDS to the Restaurant Partner subject to submission of the TDS certificate on a quarterly basis within sixty (60) days from the end of the quarter.**

For the purpose of clarification, as per Section 9(5) of Central Goods and Services Tax Act, 2017, with effect from 1 January 2022, tax on supply of specified Restaurant Service supplied by Restaurant(s) through e-commerce platform shall be paid by such e-commerce operators.

Tax collected at source:

Veg Affair is required to collect taxes at source on Gross Sales (less applicable taxes charged by Restaurant(s) on Supply of Food and Beverages Items other than supply of Restaurant Service, at such rates as required by the applicable tax laws ("**TCS**"). The TCS shall be collected on the date of acceptance of Order. The Restaurant Partner shall be solely responsible to provide correct GSTIN, PAN details to Veg Affair and reconcile the TCS with the tax statements provided by Veg Affair from time to time, as required by applicable laws. Veg Affair shall remit TCS to the respective Central Government and State Government/Union Territory and such remittance(s) shall be considered as complete fulfillment of Veg Affair's obligations in this regard. The Restaurant Partner may be eligible to claim TCS credit on the basis of tax returns filed by it with the relevant government/statutory/tax authorities. Restaurant Partner acknowledges and agrees that in the event of any discrepancy between the tax

returns/entries filed by Restaurant Partner and those filed by Veg Affair, the tax returns/entries present and filed by Veg Affair shall have a precedence over the tax returns/entries filed by Restaurant Partner.

Veg Affair shall share a monthly TCS statement along with invoice with Restaurant Partner to report transactions undertaken during the month in its applicable returns.

Tax Deducted at Source under Income Tax Act ('TDS u/s 194-O'):

Veg Affair is required to deduct taxes at source from the amount for all Orders that are settled via Veg Affair's Platform. TDS u/s 194-O shall be applied on Gross Sales (less applicable taxes charged by the Restaurant) as per the applicable tax law on the rate as applicable and amended from time to time. Veg Affair hereby clarifies that TDS u/s 194-O shall be deducted under the Payment Settlement Process set out in the Form and these Terms.

The Restaurant Partner shall be solely responsible to provide correct PAN details to Veg Affair and reconcile the income tax deducted with the order transaction report and certificates provided by Veg Affair from time to time. Veg Affair shall remit income tax deducted to the respective Government account and report against the PAN as available on Veg Affair records. Such remittance(s) and reporting shall be considered as complete fulfilment of Veg Affair's obligations in this regard.

Veg Affair will share a quarterly TDS certificate with Restaurant Partner as per applicable tax law. The Restaurant Partner may be eligible to claim credit of the income tax deducted on the basis of tax returns filed by it with the relevant government tax authorities. Restaurant Partner acknowledges and agrees that it is the Restaurant Partner's responsibility to reconcile and claim correct credit for the income tax deducted for which the Restaurant Partner may be eligible as per the applicable laws. Restaurant Partner also agrees that in the event of any discrepancy between the returns filed by the Restaurant Partner and those filed by Veg Affair, the amount reported by Veg Affair shall have a precedence over the tax returns filed by the Restaurant Partner.

Any discrepancy identified at the time of reconciliation by the Restaurant Partner should be brought to the attention of Veg Affair within a period of fifteen

(15) days from the date of receipt of TDS Certificate. Any delay on this account will relieve Veg Affair of any obligation to undertake a corrective action to resolve the discrepancy. Under no circumstances, Veg Affair shall entertain any discrepancy in the reported value after 31st July of the year following the financial year to which the transactions were undertaken and reported.

Restaurant Partner agrees and acknowledges that Veg Affair shall not be held liable in any manner in the event the Restaurant Partner does not receive the benefit of income tax deducted due to incorrect particulars provided by the Restaurant Partner to Veg Affair.

12. Confidentiality

i. Other than for provision of Service(s) by Veg Affair, Veg Affair does not share any other information of the Restaurant Partner with third parties unless requisitioned by government authorities.

ii. Other than for the purpose of availing Service(s) from Veg Affair, the Restaurant Partner must not disclose any confidential information about Veg Affair, including but not limited to these Terms, its business strategies, pricing, revenues, expenses, Customer Data, and Order information to third parties.

13. Warranty and Indemnity

i. Restaurant Partner warrants that if the Restaurant Partner ceases to do business, closes operations for a material term or is otherwise unable to offer services to Customers it will inform Veg Affair promptly. Where the Restaurant Partner neglects to do so, whether by omission or fault, Veg Affair will not be held responsible for any liabilities, whether financial or otherwise.

ii. Restaurant Partner warrants that it will not offer for sale any potentially hazardous food, alcoholic beverage, tobacco product, non-vegetarian food, eggs & egg products or any other item prohibited by law.

iii. Veg Affair warrants that it will undertake its obligations with reasonable skill and care.

iv. Veg Affair does not guarantee or warrant that the Platform, Application, Foodie Outlet, software, hardware or services will be free from defects or

malfunctions. If errors occur, it will use its best endeavor to resolve these as quickly as possible.

v. Restaurant Partner warrants that it complies and will remain compliant with the Food Safety and Standards Act, 2006, Legal Metrology Act, 2009 and the applicable rules and regulations made thereunder and any other requirements or applicable law in the relevant State or Territory and all other applicable legislation, regulations or standards.

vi. Restaurant Partner warrants to procure and keep valid during the subsistence of these Terms, all requisite licenses and/or registrations thereunder and provide copy of such licenses and/or registrations to Veg Affair prior to availing the Services.

vii. **The Restaurant Partner agrees to indemnify and hold Veg Affair (and its directors, officers, agents, representatives and employees) harmless from and against any and all claims, suits, liabilities, judgments, losses and damages arising out of or in connection with any claim or suit or demand:**

a. by a Customer (or any party on whose behalf a Customer has been acting), for reasons not attributable to the Service;

b. By a Customer (or any party on whose behalf a Customer has been acting) or any third party In respect of, arising out of or relating to the Content, Information or material provided by the Restaurant Partner to Veg Affair, to be listed on the Platform.

c. in respect of, arising out of, or in connection with, Restaurant Services (or any other services actually or purportedly offered in respect of or connected to the Restaurant Services) and delivery of such Restaurant Services when undertaken by the Restaurant Partner;

d. in respect of or connected to the collection or payment of applicable taxes in any way connected to these Terms or any matter or goods or services under or arising from it (e.g. Services);

e. in respect of quality of the Restaurant Services provided by the Restaurant Partner;

f. in respect of the warranties provided by the Restaurant Partner in Clause 13 (Warranty and Indemnity) hereto;

- g. relating to harm caused by the Restaurant Partner supplying any unsafe Restaurant Services, any product failure, defect or hazard in any Restaurant Services supplied or sold by the Restaurant Partner or inadequate instructions or warnings provided to Customers pertaining to any hazards arising from or associated with the use of any Restaurant Services supplied or sold by the Restaurant Partner;
 - h. brought either by Veg Affair and/or third party on account of misuse, abuse, cheating, fraud, misrepresentation carried out by the Restaurant Partner;
 - i. in respect of, arising out of or in connection of any use of the Customer Data, not in accordance with the Terms and/or the applicable law;
 - j. for any misleading or incorrect or false, information or data provided by the Restaurant Partner;
- viii. The Restaurant Partner acknowledges that it supplies certain rights to Veg Affair to enable Veg Affair to provide services to the Customer. Veg Affair will not be liable for any applicable taxes liability in respect of Supply of Foods and Beverages Items other than Restaurant Service by Restaurant Partner to Customers and the Restaurant Partner hereby indemnifies Veg Affair against any applicable taxes it may become liable for arising out of such transactions.

14. Customer Data

The Restaurant Partner agrees that the Restaurant Partner will only use the Customer Data in fulfilling the applicable Customer Order and in complying with the Restaurant Partner's obligations in this Form, and the Restaurant Partner agrees that Customer Data will not be used to enhance any file or list of the Restaurant Partner or any third party. The Restaurant Partner represents, warrants, and covenants that it will not resell, broker or otherwise disclose any Customer Data to any third party, in whole or in part, for any purpose whatsoever. The Restaurant Partner agrees it shall not use the Customer Data for sending any unsolicited marketing message, announcements and for feedback purposes, and shall be solely liable to ensure that any third party with whom Customer Data is shared complies with the restrictions set forth herein. The Restaurant Partner agrees that it will not copy or otherwise reproduce any Customer Data other than for the purpose of fulfilling the

applicable Customer Order. The Restaurant Partner (and any other persons to whom the Restaurant Partner provides any Customer Data) will implement and comply with reasonable security measures in protecting, handling, and securing the Customer Data. If any Customer Data is collected by the Restaurant Partner (or otherwise on its behalf), the Restaurant Partner shall ensure that it (and any applicable third parties) adopt, post, and process the Customer Data in conformity with an appropriate and customary privacy policy. For purposes of this Form, the restrictions set forth herein on the Restaurant Partner's use of Customer Data do not apply to: (a) data from any Customer who was a customer of Restaurant Partner prior to the Restaurant Partner using the Platform or the Veg Affair Services, but only with respect to data that was so previously provided to the Restaurant Partner by such Customer; or (b) data supplied by a customer directly to the Restaurant Partner who becomes a customer of the Restaurant Partner and who explicitly opts in to receive communications from the Restaurant Partner for the purposes for which such Customer Data will be used by Restaurant Partner; and, provided in all cases, that the Restaurant Partner handles and uses such Customer Data in compliance with applicable Laws and the Restaurant Partner's posted privacy policy.

15. Term and Termination

The arrangement between parties shall start on the Execution Date and unless terminated earlier under this clause shall continue indefinitely. Either Party may terminate the

arrangement, with or without cause, at any time upon seven (7) days prior written notice to the other party.

Veg Affair may terminate the arrangement or suspend the Services of the Restaurant Partner with immediate effect if:

- a. the Restaurant Partner fails to conduct its business in accordance with these Terms and /or in accordance with the information given to Veg Affair, such as Restaurant Partner proprietary rights, opening hours, delivery areas, delivery conditions, nature of food served or prices;
- b. the user experience for the Restaurant Partner is not found satisfactory as per the Veg Affair standards;

- c. for a continuous period of 14 days, the Restaurant Partner fails to deliver Order(s) which are not fraudulent or unintentional;
- d. upon the happening of any of the insolvency events such as bankruptcy, appointment of receiver, administrator, liquidator, winding up, dissolution;
- e. Veg Affair identifies any fraudulent or suspicious activity on the Restaurant Partner's account;
- f. the Restaurant Partner fails to comply with Applicable Law and/or these Terms,; and/or
- g. in case Veg Affair conducts any investigation to ensure Restaurant Partner's compliance with the Applicable Law and/or these Terms.

Parties may terminate their arrangement with immediate effect by notice in writing to the other party if the other party commits a material breach, which, in the case of a material breach capable of remedy, is not remedied within 14 days after written notice is given to the breaching party, specifying the default. Termination of the arrangement: (a) in accordance with its Terms, shall not affect the accrued rights or liabilities of the parties at the date of termination; and (b) shall have no effect on: (i) the validity of Services already issued to Customers; or (ii) Restaurant Partner's obligations to pay for Services availed in accordance with this Agreement.

Veg Affair, at its sole discretion, reserves the right to suspend and/or terminate the Services immediately with a prior notice to the Restaurant Partner on account of any alleged or threatened or actual (a) suspicious activity; and /or (b) breach of any intellectual property right of Veg Affair or any third party by the Restaurant Partner; and/or (c) any false misrepresentation by the Restaurant Partner; and/or (d).fraudulent activity. The Restaurant Partner hereby agrees and acknowledges that in addition to the aforementioned right to terminate and/or suspend the Services, Veg Affair shall also have the right to withhold, set off and deduct any payments that may be due to the Restaurant Partner from Veg Affair. Without prejudice to the other provisions of the Form or these

Terms, and solely for the purposes of this Clause, the Restaurant Partner hereby agrees, acknowledges and confirms that the amounts so set off, withheld and applied in the aforesaid manner shall be deemed to form part of the Service fee payable by theRestaurant Partner to Veg Affair under the Form and these Terms.

16. Notice requirements

Factors that prevent you from fulfilling your obligations towards Veg Affair or Customers should promptly be reported to Veg Affair by contacting the account manager appointed by Veg Affair or by writing an email to admin@foodievegaffair.com.

17. Disclaimers

To the fullest extent permitted by law, Veg Affair and its affiliates, and each of their respective officers, directors, members, employees, and agents disclaim all warranties, express or implied, in connection with this Form, the Platform and the Veg Affair services and any use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Veg Affair makes no warranties or representations about the accuracy or completeness of the content and data on the Platform or the Veg Affair services' content or the content of any other websites linked to the website, and assumes no liability or responsibility for any (a) errors, mistakes, or inaccuracies of content and materials, (b) personal injury or property damage, of any nature whatsoever, resulting from the Restaurant Partner's access to and use of the Platform and the Veg Affair services, (c) any unauthorized access to or use of Veg Affair' servers and/or any and all personal information and/or financial information stored therein, (d) any interruption or cessation of transmission to or from the website or otherwise with respect to the Veg Affair services, (e) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the website or the Veg Affair services by any third party, and/or (f) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the website or the Veg Affair Services.

18. Limitation of Liability

For the purposes of this clause, "Liability" means liability in or for breach of contract, negligence, misrepresentation, tortious claim, restitution or any other cause of action whatsoever relating to or arising under or in connection with this

Form, including liability expressly provided for under this Form or arising by reason of the invalidity or unenforceability of any term of this Form. Veg Affair does not exclude or limit Liability for any Liability that cannot be excluded by law. Subject to the preceding sentence, Veg Affair shall not be under any Liability for loss of actual or anticipated profits, loss of goodwill, loss of business, loss of revenue or of the use of money, loss of contracts, loss of anticipated savings, loss of data and/or undertaking the restoration of data, fraudulent Orders, any special, indirect or consequential loss, and such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of any doubt, this clause shall apply whether such damage or loss is direct, indirect, consequential or otherwise. Although Veg Affair will use its best endeavours to ensure that the unintentional operational errors do not occur, Veg Affair cannot provide any warranty or guarantee in this regard. Notwithstanding anything to the contrary herein set out, Veg Affair's aggregate liability under this Form shall not exceed the total value of the Order under which the claim arose.

19. Miscellaneous

- i. **Governing Law and Dispute Resolution:** This Form shall be governed by the Laws of India, for the time being in force and the courts of Indore shall have the exclusive jurisdiction to preside over matters arising hereunder. Parties shall first endeavour to resolve their disputes amicably within fifteen (15) days from the date on which the dispute was first notified. Failing which, the dispute shall be referred to court.
- ii. **Waiver:** The failure of either party to assert any of its rights under the Form, including, but not limited to, the right to terminate the Form in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right thereafter to enforce each and every provision of the Form in accordance with these Terms.
- iii. Invalidity or unenforceability of any provision of or right arising pursuant to these Terms shall not adversely affect the validity or enforceability of the remaining obligations or provisions.
- iv. **No third party rights:** No term of this Form shall be enforceable by a third party.
- v. **No assignment:** The Restaurant Partner must not assign, transfer, charge or

otherwise encumber, create any trust over or deal in any manner with this Form or any right, benefit or interest under it, nor transfer, novate or sub-contract any of the Restaurant Partner's obligations under it.

vi. **Independent contractors:** The Form does not create any agency, employment, partnership, joint venture, or other joint relationship. Veg Affair and the Restaurant Partner are independent contractors and neither has any authority to bind the other.

vii. **Change of control:** The Restaurant Partner acknowledges that the business and assets of Veg Affair may be sold in the future and consents to the transfer or disclosure of its personal Information and this Form to any purchaser of the business of Veg Affair or its assets if that outcome occurs.

viii. **Acceptance to Veg Affair's Privacy Policy:** by signing the Form, the Restaurant Partner acknowledges and agrees to be bound by Veg Affair's [privacy policy](#). Restaurant Partner will immediately notify Veg Affair if it becomes aware of or suspects any unauthorized use or access to the user data or any other Confidential Information of Veg Affair, and shall co-operate with Veg Affair in investigation of such breach and the mitigation of any damage.

20. Modification

Veg Affair may modify these Terms from time to time, and any such changes will (i) be reflected on the Website, and (ii) be effective immediately upon the changes being reflected on the Platform. The Restaurant Partner agrees to be bound to any such changes or modifications and understands and accepts the importance of regularly reviewing these Terms as updated on the Platform.

Further, in the event Veg Affair upgrades, modifies or replaces the Services ("**Service Modifications**") offered to the Restaurant Partner, Veg Affair will notify the Restaurant Partner prior to making the same and give the Restaurant Partner the opportunity to review and comment on the Service Modifications before continuing to use the Service or any alternative service offered by Veg Affair. The Service Modifications will also be reflected on the Platform. If the Restaurant Partner continues to use the Service or any alternate service offered by Veg Affair, following any notice of the Service Modifications, it shall constitute the Restaurant Partner's acceptance of such Service Modifications.

