

TERM & CONDITIONS_(Version 1.1)

This document is an electronic record in terms of Information Technology Act, 2000 and rules made thereunder pertaining to electronic records. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of [website address] website and HOMEATIFY application for mobile and handheld devices. The Website and the Application for handheld devices are jointly referred to as the "Platform".

DEFINITIONS :

User: "User" or "You" or "Your" refers to you, as a user of the Services. A user is someone who accesses or uses the Services for the purpose of hosting, publishing, transacting, sharing, displaying or uploading information or views or pictures and includes other persons jointly participating in using the Services, including, without limitation, a user having access to "Home Chef business page" to manage claimed Home Chef listings or otherwise.

Content: "Content" will include (but is not limited to) reviews, images, photos, audio, video, location data, nearby places, and all other forms of information or data.

"Your content" or "User Content" means content that you upload, share or transmit to, through or in connection with the Services, such as likes, ratings, reviews, images, photos, messages, profile information, and any other materials that you publicly display or displayed in your account profile.

"Third Party Content" means content that comes from parties other than HOMEATIFY or its users and is available on the Services.

"Homeatify Content" means content that "Homeatify" creates and makes available in connection with the Services including, but not limited to, graphics, design, compilation, computer code, products, software, visual interfaces, interactive features, aggregate ratings, reports and other usage-related data in connection with activities associated with your account and all other elements and components of the Services excluding Your Content and Third Party Content.

TERMS:

Homeatify (Hungerdest hospitality Pvt Limited) (hereinafter referred to as "Homeatify", "HOMEATIFY", "we", "us", or "our") provides an online marketplace that sells/delivers food Services to users looking for home cooked snacks (collectively, the "Services") via and under HOMEATIFY brand. By using the Application and the Services, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Application, Services and all content, and your participation in referral and other promotion programs undertaken by us from time to time ("Referral Programs"), and these terms of use constitute a binding legal agreement

between you and HOMEATIFY. Please read carefully these Terms and our Privacy Policy, which may be found here, and which is incorporated by reference into these Terms.

If you do not agree to these Terms, you have no right to obtain information from and/or otherwise use the Application or Services.

These Terms of Service (the "Terms") are intended to make you aware of your legal rights and responsibilities with respect to your access to and use of the website at [web address] (the "Site") and any related mobile or software applications including but not limited to delivery of information via the website whether existing now or in the future that link to the Terms (collectively, the "Services"). These Terms are effective for all existing and future users, including but without limitation to users having access to 'restaurant business page' to manage their claimed business listings.

Please read these Terms of Use carefully before you use the services. If you do not agree to these Terms of Use, you may not use the services on the Platform, and we request you to uninstall the App. By installing, downloading or even merely using the Platform, you shall be contracting with HOMEATIFY and signify your acceptance to the Terms of Use and other policies (including but not limited to the Cancellation & Refund Policy, Privacy Policy and Take Down Policy) as posted on the Platform from time to time, which takes effect on the date on which you download, install or use the Services, and create a legally binding arrangement to abide by the same. You may not use the Services if you do not accept the Terms or are unable to be bound by the Terms. Your use of the Platform is at your own risk, including the risk of data theft, virus attack or that you might be exposed to content that is objectionable, or otherwise inappropriate.

The Content on these Services is for informational purposes only. HOMEATIFY disclaims any liability for any information that may have become outdated since the last time the particular piece of information was updated. HOMEATIFY reserves the right to make changes and corrections to any part of the Content on these Services at any time without prior notice. HOMEATIFY does not guarantee quality of the Goods, the prices listed in menus or the availability of all menu items at any of the listing of Home Chefs.

ELIGIBILITY TO USE THE SERVICES:

You hereby represent and warrant that you are at least eighteen (18) years of age or above and are fully able and competent to understand and agree the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms. You further declare that you are in compliance with all laws and regulations in the locality/state/country in which you live when you access and use the Services. You agree to use the Services only in compliance with these Terms and applicable law, and in a manner that does not violate our legal rights or those of any third parties.

We may vary or amend or change or update these Terms, from time to time entirely at its own discretion. Your use of Platform after any such amendment or change in the Terms shall be deemed as your express acceptance to such amended/changed terms and you also agree to be bound by such changed/amended Terms. You shall be responsible for checking these Terms from time to time and ensure continued compliance with these Terms.

These Terms of Use are subject to modifications at any time. We reserve the right to modify or change these Terms of Use and other HOMEATIFY policies at any time by posting changes on the Platform, and you shall be liable to update yourself of such changes, if any, by accessing the changes on the Platform. You shall, at all times, be responsible for regularly reviewing the Terms of Use and the other HOMEATIFY policies and note the changes made on the Platform. Your continued usage of the services after any change is posted constitutes your acceptance of the amended Terms of Use and other HOMEATIFY policies. As long as you comply with these Terms of Use, HOMEATIFY grants you a personal, non-exclusive, non-transferable, limited privilege to access, enter, and use the Platform. By accepting these Terms of Use, you also accept and agree to be bound by the other terms and conditions and HOMEATIFY policies as may be posted on the Platform from time to time.

SERVICES PROVIDED BY US:

HOMEATIFY is constantly evolving in order to provide the best possible experience and information to its users. The primary purpose of services is to sell/deliver the homefoods to the users via and under HOMEATIFY brand. Except selling the food to the users, we are not providing any services, of whatever nature to the users. Users acknowledge that HOMEATIFY is not charging any consideration from the users to provide the services. As no consideration is charged from the users, there is no consumer-service provider relationship between users and HOMEATIFY. The services are freely offered to the users, and users are free to discontinue receiving services anytime they wish. You acknowledge and agree that the form and nature of the Services which HOMEATIFY provides, may require effecting certain changes in it, therefore, HOMEATIFY reserves the right to suspend/cancel, or discontinue any or all products or services at any time without notice, make modifications and alterations in any or all of its contents, products and services contained on the site without any prior notice.

TRANSACTION

All commercial/contractual terms are offered by HOMEATIFY and agreed to, is between Buyers and HOMEATIFY alone. The commercial/contractual terms include without limitation price, taxes, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to products and services and after sales services related to products and services. HOMEATIFY may, however, offer support services to Home Chefs in respect to order fulfilment, payment collection, call centre, and other services, pursuant to independent contracts executed by it with the Home Chefs. The user acknowledge that they are stranger to this contract, and they have nothing to do with this contract. HOMEATIFY does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc.) or specifics such as quality, value, saleability, etc.) of any of the Home Chefs. You are advised to independently verify the bona fides of any particular Home Chefs that you choose to deal with on the Platform and use your best judgment in that behalf. All Home Chefs offers and third-party offers are subject to respective party terms and conditions. HOMEATIFY takes no responsibility for such offers.

HOMEATIFY does not endorse any Members, home chefs, any Meals or any Member Content or any sale or service. In addition, although these Terms require Home Chefs/Users to provide accurate information, we do not attempt to confirm, and do not confirm, any Member's/user purported identity. You are responsible for determining the identity and suitability of others who you contact via the Application and Services. We will not be responsible for any damage or harm resulting from your interactions with other Members/users. By using the Application or Services, you agree that any legal

remedy or liability that you seek to obtain for actions or omissions of other Members/users or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from HOMEATIFY with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the Services regarding any Meals or services.

The Home Chefs are solely responsible for honouring any confirmed bookings and making available any dishes/service reserved through the platform. If you, as a HOMEATIFY buyer, choose to enter into a transaction with a Home Chefs for the booking of a Meal, you agree and understand that you will be required to enter into an agreement with the Home Chefs and you agree to accept any terms, conditions, rules and restrictions associated with such Meal imposed by the Home Chefs. You acknowledge and agree that you, and not HOMEATIFY, will be responsible for performing the obligations of any such agreements, and we are not a party to such agreements and disclaims all liability arising from or related to any such agreements.

YOUR ACCOUNT:

You may have to create an account in order to use some of the features offered by the platform, including without limitation to specific pages for Home Chefs on the Platform. Use/storage of any personal information you provide to us during the account creation process is governed by our Privacy Policy. You must keep your password confidential [wherever required] and you are solely responsible for maintaining the confidentiality and security of your account, all changes and updates submitted through your account, and all activities that occur in connection with your account. You are always and solely responsible for all activities that occur in your account. You agree to notify us immediately of any unauthorized use of your account in order to enable us to take necessary corrective action. You may also be able to register to use the platform by logging into your account with your credentials from certain third- party social networking sites (e.g., Facebook, Gmail, Linkedin etc). You confirm that you are the owner of any such social media account and that you are entitled to disclose your social media login information to us. You authorize us to collect your authentication information, and other information that may be available on or through your social media account consistent with your applicable settings and instructions.

In creating an account, you represent to us that all information provided to us in such process is true, accurate and correct, and that you will update your information as and when necessary in order to keep it accurate. You may not impersonate someone else, create or use an account for anyone other than yourself, provide an email address other than your own, create multiple accounts or Home Chef listings except as otherwise authorized by us, or provide or use false information to obtain access to platform that you are not legally entitled to claim. You acknowledge that any false claim may result in substantial losses or damage to HOMEATIFY or third parties, for which you may be held liable and accountable.

ADVERTISING

Some of the Services are/may be supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the platform, queries made through the platform or other information. The manner, mode and extent of advertising on the platform are subject to change without specific notice to you. You agree that HOMEATIFY may place such advertising on the platform.

Part of the platform may contain advertising information or promotional material or other material submitted to HOMEATIFY by third parties or Users. Responsibility for ensuring that material submitted for inclusion on the Platform or mobile apps complies with applicable international and national law is exclusively on the party providing the information/material. Your correspondence or business dealings with, or participation in promotions of, advertisers through the Platform, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, shall be solely between you and such advertiser. HOMEATIFY will not be responsible or liable for any error or omission, inaccuracy in advertising material or any loss or damage of any sort incurred as a result of any such dealings or as a result of the presence of such other advertiser(s) on the Platform and mobile application.

LINKS:

The Application and Services may contain links to third-party websites/apps or resources. You acknowledge and agree that HOMEATIFY is not responsible or liable for: (i) the availability or accuracy of such websites/apps or resources or (ii) the content, products, or services on or available from such websites/apps or resources. Links to such websites or resources do not imply any endorsement by HOMEATIFY of such websites/apps or resources or the content, products, or services available from such websites/apps or resources.

OWNERSHIP:

You acknowledge and agree that the Application, Services and Collective Content, including all associated intellectual property rights is the exclusive property of HOMEATIFY and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Application, Services, or Collective Content.

CONTENT IS PROTECTED:

All text, photographs, trademarks, logos, sounds, graphics, user interfaces, visual interfaces, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, coordination, selection, expression, "look and feel" and arrangement of such Content, contained on the platform is owned, controlled or licensed by or to HOMEATIFY, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights laws.

Except as expressly provided in these Terms of Use, no part of the platform and no Content may be copied, reproduced, republished, publicly displayed, encoded, translated, uploaded, posted, transmitted or distributed in any way (including "mirroring") to any other computer, server, website/apps or other medium for publication or distribution or for any commercial enterprise, without our expressed prior consent.

USER CONTENT:

That the user/chef understands and consents to the use of his/her likeness, pictures, videos and clinical details related to his product/her person in photographs and videos for Hungerdest hospitality private limited. on their website or app, as well as in publicity concerning the same.

That the company shall have the sub-licensable and worldwide right to use any details, photographs, videos etc. in any legally permissible manner whatsoever. The use may include, but is not limited to, editing, duplication, licensing, distribution and incorporation in other works, in whatever form (e.g. hard copy or electronic), such as posters, publications, web sites, films or videos, and their unrestricted use, without any obligation on the part of Hungerdest hospitality private limited to seek any further authorization by the undersigned.

That the user/chef understands and agrees that he/she will not be entitled to receive any consideration or payment or royalty or credit for the use of photograph/video/details etc. related to their product or person etc. pursuant to this agreement.

Any photographs or product or person, video or other details shared on App or website or created by the company shall be the exclusive property of the company and the company may use it in any legally permissible manner, including but not limited to advertising, promotion etc. The rights/permissions granted through this agreement is irrevocable.

ACCEPTANCE OF TERMS

On acceptance of above said terms, HOMEATIFY grants you a personal, limited, non-exclusive and non-transferable license to access and use the Services only as expressly permitted in these Terms. You shall not use the Services for any illegal purpose or in any manner inconsistent with these Terms. You may use information made available through the Services solely for your personal, non-commercial use. You agree not to use, copy, display, distribute, modify, broadcast, translate, reproduce, reformat, incorporate into advertisements and other works, sell, promote, create derivative works, or in any way exploit or allow others to exploit any of content in whole or in part except as expressly authorized by us. Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to the Services, Content or our IP Rights. Any violation by you of the license provisions contained in this Section may result in the immediate termination of your right to use the Services, as well as potential liability for copyright and other IP Rights infringement depending on the circumstances.

You acknowledge and agree that if HOMEATIFY disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content, which is contained in your account.

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time: (a) terminate or suspend these Terms or your access to our Application and Services.

PRIVACY POLICY

You represent that you have read understood and agreed to our Privacy Policy. Please note that we may disclose information about you to third parties or government authorities if we believe that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms and Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process/notice served on us; or (iv) protect our rights, reputation, and property, or that of our users, affiliates, or the general public.

WE CARE ABOUT YOUR PRIVACY:

We, at HOMEATIFY, are committed to respect your privacy and to comply with applicable data protection and privacy regulations as applicable in India. This privacy policy ("Policy") describes how we collect and use personal information. "Personal information" means information relating to you or another identifiable individual who has signed up on the Application to secure our services.

WE DO NOT COLLECT PERSONAL INFORMATION:

As a general rule, this website/application does not collect personal information about you when you visit the website/application, browse on the site/app or see information available on the site/app. You can generally visit the site/app without revealing personal information, unless you choose to provide such information through "Sign Up" process.

When you access our services online, our web servers automatically create records of your visit. These records typically include IP-address, access times, the sites linked from, pages visited, the links and features used, the content viewed or requested, browser or application type, language and other such information. We will not identify users or their browsing activities, except when a law enforcement agency may exercise a warrant to inspect the service providers logs. The application will collect personal data in order to provide you with the best services and support. The personal information may include, but is not limited to, your Name, Address(es), Phone Number, Email Address and Gender that could help the application identify you.

WHAT INFORMATION IS COLLECTED:

Most of the personal information is collected from you when you sign up for an account on the application to avail the services offered by HOMEATIFY. Some more data can be collected when you contact the customer service through calls or e-mail. Information may also be collected in case of adding any favourites or saving any preferences on the application or subscribing to the mailing list.

IN ORDER TO DELIVER THE BEST SERVICES TO YOU, WE MAY COLLECT THE FOLLOWING INFORMATION:

Account related information is collected when you sign up for our Services. Your personal data may include information such as Name, Address(es), Phone Number, E-mail address and Gender, or other data that could directly or indirectly identify you.

Service Usage Data is automatically collected when you interact with our website/application. This information may include data about your interactions with website/application features, content and links contained in our Services, time of interaction, browser type and configuration, operating system used, IP address, language preferences, and other cookie data. While none of this data will allow us to directly identify who you are, some of this data can be used to approximate your location. For additional information on how to manage the technologies we use, please visit our "cookie policy".

Supplementary Data may be received about you from third party sources, such as public databases or if you sign-up or log-in through third party service providers like facebook or twitter or email. We may combine this data with the information we already have about you in order to maintain accuracy of our records, and provide services/information that you may be interested in.

HOW THE INFORMATION IS USED:

We strive to collect the information that is of utmost importance to ensure that the user has a good experience of using the application while all other regulations are complied with. We only collect relevant information after securing the requisite permission from the user when it is needed to deliver the services you have requested, for legal compliance or for any other lawful purpose.

AGENTS:

We employ other companies and people to perform tasks on our behalf and need to share your information with them to provide products or services to you. Unless we tell you differently, our agents do not have any right to use the Personal Information we share with them beyond what is necessary to assist us.

USER PROFILES AND SUBMISSIONS:

Certain user profile information, including without limitation a user's name and location may be displayed to other users to facilitate user interaction within the Application and Services or address your request for Company's services. Your account privacy settings allow you to limit the other users who can see the Personal Information in your user profile and/or what information in your user profile is visible to others. However, we do not control the policies and practices of any other third-party site or service which may interact with our Application and Services.

TRANSFERS:

We may choose to buy or sell assets. In these types of transactions, customer information is typically one of the business assets that would be transferred. Also, if we (or our assets) are acquired, or if we go out of business, enter bankruptcy, or go through some other change of control, Personal Information would be one of the assets transferred to or acquired by a third party.

CHANGES TO OUR PRIVACY POLICY:

We reserve the right to modify/amend this Privacy Policy at any time. Please review this document whenever you visit our website/app, so that you are aware of what information we collect and how we use it.

DATA PROTECTION CONCERN:

We maintain your personal data subject to Data Protection Regulation applicable in India. If you have any questions or concerns regarding our Privacy Policy, you may contact us by Email: Info@HOMEATIFY.com and We will respond to all requests within 30 days.

ACCEPTANCE OF THE POLICY:

By visiting our website/app, signing up or logging into the website/app, uploading information on our website/app; you acknowledge and unconditionally accept the policy. If you do not agree with this Policy, do not use our website/apps and services or provide any of your personal data.

COOKIES:

We use cookies and other identification technologies for various purposes, including: authenticating users, store information about you (including on your device or in your browser cache) and your use of our Services and the HOMEATIFY Platform,

remembering user preferences and settings, determining the popularity of content, delivering and measuring the effectiveness of advertising campaigns, analyzing site traffic and trends, and generally understanding the online behaviours and interests of people who interact with our Services.

We use a number of suppliers that may also set cookies on your device on our behalf when you visit the HOMEATIFY Platform to allow them to deliver the services they are providing. When you visit the HOMEATIFY Platform you may receive cookies from third party websites/apps or domains. More information about these cookies may be available on the relevant third party's website/apps.

GENERAL TERMS

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

Terms & Conditions: Homechefs associated with HOMEATIFY will receive only the following on each order/dish they deliver:

1. order/dish related commissions.
2. order/dish related raw material costs.
3. order/dish related packaging costs if purchased from HOMEATIFY.
4. order/dish related delivery commissions if delivered by self.

Homechefs need to genuinely follow the cost calculator inbuilt in the chef platform to finalise the pricing related to a dish and never underdo or overdo the pricing of a dish which will impact the operations & P&L of HOMEATIFY.

Homechefs duly need to update HOMEATIFY well before 24hrs for their absence and 30days in advance if they wish to discontinue from HOMEATIFY.

Homechefs associated with HOMEATIFY will be entitled to work for other HOMEATIFY brands as well to increase the opportunities & revenues for both the parties.

Homechefs are paid revenues every 15days with a grace period of 03 - 05 working days.

Homechefs need to strictly follow and adhere to the terms & guidelines shared via trainings / videos and other mediums during onboarding or at any time during the association with HOMEATIFY which might include and not limited to recipes, ingredients, packaging, delivery, brands, working conditions, working hours, personal & kitchen hygiene, taste, food safety, storage, app usage, behaviour, compliance, trade secrets etc and failing to follow such T&C's will cancel the contract/agreement between Homechefs& HOMEATIFY with immediate effect.

Homechefs are charged with penalties as & when failed to complete an order, delay in an order, improper packaging and not adhering to the terms & guidelines received from HOMEATIFY and are deducted directly from the revenues of that particular month.

Homechefs participating in unlawful and illegal practices against others or against HOMEATIFY are solely responsible for severity caused and are proceeded with penalties and jurisdictions as per governing law.

Delivery: Orders would be delivered to the customers as mentioned below (Meal plans would be delivered in the respected timeslots, Other orders would be delivered within 90mins of placing an order)

Cancellation & Refund to customers: If users choose to cancel the ordered item from the application or the App. Users can call to the number mentioned in the website or the app and place an order cancellation request within 05 mins of placing an order.

If a user cancels an order within 05 mins of placing an order, he will receive 100% of the order value – Transactional amounts charged by third party aggregator for processing the payments. Amount would be reflected to the bank accounts within 07 working days.

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

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

Partnership or Agency: Acceptance of these terms and conditions merely amounts to acceptance for the purpose of use of the platform. None of the provisions of these Terms shall be deemed to constitute a partnership or agency or consumer or any specific legal relationship between you and HOMEATIFY and you shall have no authority to bind HOMEATIFY in any form or manner, whatsoever.

Governing Law: These Terms of Use are governed by the laws of India. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to this Platform, shall be subject to the jurisdiction of the courts at Telangana state of India. You agree that all matters relating to your access to or use of the platform, including all disputes, will be governed by the laws as applicable in the Telangana state. You further agree that only courts of jurisdiction in the Telangana state, India shall have exclusive right to entertain any dispute/claim arising out of terms of use of this website/app. Further you unconditionally submit to the jurisdiction of such courts in the Telangana state, India.

Indemnity You agree to indemnify and hold HOMEATIFY, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against HOMEATIFY any third party due to or arising out of or in connection with your use of the Platform.

Disclaimer : We do not promise that the platform of any of its content or service of feature will be error-free or uninterrupted. We do not promise that use of this site shall result in any benefit to you or you will achieve specific results. The website/app is

delivered on an as-is and as-available basis. All information provided on the website/app is subject to change without any notice. We don't promise that any data downloaded from the site shall be free of viruses or contamination or destructive features. We deny any warranty of accuracy, non-infringement, fitness or usefulness of any feature of this website/app or content available therein.

Limitation of Relief: Your sole remedy/relief against the website/application or any of its content or feature or service is to stop using the platform or its content. This limitation of relief is part of terms of use of this website/application.

Contact Us: Please contact us for any questions or comments or inquiries regarding this Platform on feedback@ Admin@Homeatify.com

GRIEVANCE OFFICER

In accordance with Information Technology Act, 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Phone: +91 9501226407

Email: Admin@Homeatify.com

Time: Mon - Sat (9:00 - 18:00)