

## TERMS AND CONDITIONS

These Terms and Conditions (hereinafter referred to as the “**Terms and Conditions**”, “**Agreement**”) sets forth the terms and conditions that apply to the access and use of the website <http://www.appgoodfood.in/> and Android and iOS mobile application “**App GOOD FOOD**” (hereinafter collectively referred to as the “**Platform**”) and the Services rendered thereof. The Platform is owned and operated by **HomeSuperFoods Online Private Limited** (hereinafter referred to as the “**Company**”), a company incorporated under the Companies Act, 2013. The Company runs the Platform which is an Online Market Place for Food Ordering and delivery (“**Services**”) where a Buyer and seller register themselves to buy and sell product home-made food.

Users are requested to carefully read this Agreement prior to accessing, browsing, or using the Platform. Accessing, browsing, or using the Platform by the Users, shall be deemed to constitute their acceptance of this Agreement and an undertaking to be bound by its provisions.

This document is an “**Electronic Record**” in accordance with the provisions of the Information Technology Act, 2000 and the rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information and Technology Act, 2000. This electronic record is generated by the computer system and does not require any physical or electronic signature. This document constitutes a legally binding agreement between the User and the Company establishing the rights and obligations pertaining to the use of the Platform and availing the various Services, features, content, and offerings available on it.

The Company reserves the right, at its sole discretion, to amend, modify, add, or delete portions of the Terms, at any time. It is your responsibility to check the Terms periodically for changes. Your continued use of the Platform following the amended Terms shall mean that you accept and agree to the edits.

*Kindly note, for the purpose of these Terms and Conditions (the “**Terms**”, “**Terms and Conditions**”), the use of “**we**”, “**us**” and “**ours**” refers to the Company. Whenever the context so requires, “**you**”, “**your**” or “**user**” shall mean any natural or legal person who browses through the Platform to gain information about the Company and Services offered by it.*

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1. Definitions**

- a) “**Account**” shall mean the user account created by the Users on the Platform to avail Services.
- b) “**Agreement**” is a reference to these terms and conditions, the privacy policy, any order form, and payment instructions provided by you.

- c) **“Applicable Laws”** shall mean any statute, law, rules regulation, ordinance, notification, order, decree, judgment, rule of common law, government approvals, bye-laws or other governmental restrictions or any administrative order or notice in effect as of the date of this Agreement or anytime thereafter.
- d) **“Platform”** are the references to our website <http://www.appgoodfood.in/> or our mobile application **App GOOD FOOD** through which we offer our Services.
- e) **“Services”** shall mean an online marketplace that connects Home-chefs who want to provide Food Services to users looking for home cooked meals available on the Platform from time to time as stipulated herein.
- f) **“User”** shall include any person accessing to this Platform of the Company. The people who sell the food through the Platform are entitled as Seller and the people who buy/ orders the food are entitled as Buyer.

## 2. Interpretation

Unless otherwise, the context requires in this Agreement:

- a) The terms “you” and “user” shall mean any natural or legal person who browses through the Platform or avail Services through the Platform.
- b) The terms “we”, “us” and “our” shall mean the Company.
- c) The “User” and the “Company” shall individually be referred to as the “Party” and collectively as the “Parties”.
- d) Words denoting any gender shall be deemed to include those of the other gender.
- e) Words using the singular or plural number also include the plural and singular, respectively.
- f) The terms hereof, hereby, hereto, and derivative or similar words refer to this entire Agreement or specified clauses of the Agreement as the case may be.
- g) The term clause or Schedule refers to the specified clause or Schedule of this Agreement.
- h) Heading or bold type face is used only for the purpose of convenience and shall be ignored for the purpose of interpretation.
- i) Reference to the word include shall be construed as without limitation.
- j) Reference to any legislation or applicable law or to any provision thereof shall refer to any such applicable law as amended, suspended, or re-enacted from time to time.
- k) The headings provided herein are for convenience purposes only and shall not deem to affect or limit any of the provisions hereof.

## 3. REGISTRATION AND ACCOUNT FOR USE OF SERVICES

- 3.1 To avail Services on the Platform, the Users shall register and create an account with the Platform that would require Personal Information of the Users.
- 3.2 The Company, in order to verify your identity and avoid cases of fraud, theft identity, etc, may verify your personal data by communicating with you and requiring you to provide one-time password (OTP).
- 3.3 In consideration of the use of the Platform by registering with us, you hereby represent that you are of legal age to form a binding contract and are not prohibited from receiving the Services under the laws of India.
- 3.4 The responsibility for all the activities in relation to a User account including maintaining the confidentiality of their username the password shall be solely borne by the concerned User and the Company shall not bear any liability or responsibility for any breach in relation to the same. If the User suspects any unauthorized breach or activity on his/her account, the User shall promptly notify the Company.
- 3.5 You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar, or obscene.
- 3.6 When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide shall be true, accurate, current, and complete information while registering on the Platform and you shall undertake to update/inform the Company of any change in the information from time to time as it has a direct bearing on the provision of Services provided by or through the Company. You hereby undertake that by registering on the Platform, you are not misrepresenting any information, or your identity and you shall not make any attempt to make any unlawful access to the Platform in order to use the Services thereof.

#### **4. ORDER PLACING**

- 4.1 Any contract for availing the Services from this platform is between you and the Company. You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering. You also warrant that the credit or debit card details that you provide are of your own credit or debit card and that you have sufficient funds to make the payment.
- 4.2 Any Services purchased from this Platform are intended for your use only and not for resale.

- 4.3 When ordering from this Platform you may be required to provide an e-mail address and password. You must ensure that you keep the combination of these details secure and do not provide this information to a third party.
- 4.4 We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure. During instances of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Platform.
- 4.5 Any order that you place with us is subject to product availability, delivery capacity and acceptance by us. When you place your order online, we will send you an auto-generated confirmation mail about the same. You must inform us immediately if any details are incorrect. If the product for which you placed the order is not available or if we are not able to your deliver to your location, we will inform you through a phone call or SMS or push notification.

## **5. PRICE AND PAYMENT**

- 5.1 Any order for the supply of food items from this Platform is between you and the Company. You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering. You also warrant that the credit or debit card details that you provide are for your own credit or debit card and that you have sufficient funds to make the payment.
- 5.2 All prices listed on the Platform are correct at the time of publication. We also reserve the right to alter the product catalogue on the Platform.
- 5.3 All prices for delivery by us or a third-party provider assigned by us listed on the Platform are correct at the time of publication; however, we reserve the right to alter these in the future.
- 5.4 The total price for the food including taxes will be displayed at the time of checking out your order. Full payment must be made for all items dispatched ordered by online payment, e.g., Google Pay, PhonePay, PayTM, Amazon Pay, Mobikwik, Freecharge, Airtel Money, JioMoney, PayZapp, or SBI Buddy.
- 5.5 If you choose online payment, you must pay for your order prior to delivery. To ensure that shopping online is secure, your debit/credit card details will be encrypted, thereby preventing the possibility of any third-party accessing your information.
- 5.6 If a customer makes payment for the same order more than once by mistake, the extra amount will be refunded via the same gateway to the source within 7 to 14 working days.

## **6. DELIVERY SERVICES**

- 6.1 Delivery timings quoted at the time of placing the order are approximate and may vary based on factors such as traffic and weather conditions. We do not guarantee that orders will be delivered within the estimated time. The food items you ordered for will be delivered to the address designated and confirmed by you at the time of placing the order.
- 6.2 All orders are delivered by our own delivery network or any other reputed delivery service that we may choose to use from time to time. If the Goods are not delivered within the estimated delivery time quoted by us, please contact us by telephone 72-7485-7485 or email **contact@appgoodfood.in** and we do our best to ensure that you receive your order is delivered as quickly as possible.
- 6.3 If you fail to accept your food when it is out for delivery, or if we are unable to deliver at the stated time due to your failure to provide appropriate instructions, or authorizations, then such order shall be deemed to have been delivered to you and all risk and responsibility in relation to such order shall pass on to you.
- 6.4 You must ensure that at the time of delivery your order adequate arrangements, including access to the premises where necessary, are in place for the timely delivery of your order.
- 6.5 We will try our best to deliver the order to you at the place of delivery as requested by you in your order within the time confirmed. We will inform you if we are unable to meet the estimated delivery time.
- 6.6 We shall not be liable to you for any losses, liabilities, costs, damages, charges, or expenses arising out of late delivery.
- 6.7 Please note that it might not be possible for us to deliver to some locations. If this is the case, we will inform you using the contact details that you provide to us when you make your order and arrange for cancellation of the order or delivery to an alternative address.

## **7. CANCELLATION AND REFUND**

- 7.1 The terms and conditions with respect to refund and cancellation are delineated under our Cancellation and Refund Policy <https://www.appgoodfood.in/refund.html>

## **8. USER INFORMATION**

- 8.1 You agree to provide us with accurate and complete information wherever and whenever we have requested information to provide delivery.
- 8.2 You authorize us to use, store or otherwise process your personal information in order to enable the delivery of food items to you and for marketing and credit control purposes. These purposes may include the disclosure of your personal information to selected third parties from time to

time where we believe that the services offered by such third parties may be of interest to you or where this is required by law or in order to provide delivery of food items.

- 8.3** You are entitled to request a copy of the personal information we hold on you. Please contact us at [contact@appgoodfood.in](mailto:contact@appgoodfood.in) or **72-7485-7485** if you wish to request this information.

## **9. COMPLAINTS & GRIVIANCES**

- 9.1 We take complaints very seriously and aim to address your concerns within **7** business days. All complaints should be sent to [contact@appgoodfood.in](mailto:contact@appgoodfood.in). The Customer Support Team can also be reached on **72-7485-7485**.

## **10. CONTENT, INTELLECTUAL PROPERTY, AND PROPRIETARY RIGHTS**

- 10.1 Apart from any content or information provided by a User or any third-party, the ownership and any and all rights, titles, interests in the intellectual property and proprietary information and content on the Platform (Trademarks, Copyrights, Patents, Designs) including without limitation any logos, graphics, slogans, text, content, software, code, illustrations, images, icons, programs, technology, the look and feel of the Platform and the compilation and arrangement of the content and materials on it exclusively belong to the Company, its suppliers and licensors. User's access or usage of the Platform does not confer upon them any right or license in the intellectual property or proprietary information of the Company as stipulated herein.
- 10.2 Users shall not inter alia copy, reproduce, duplicate, republish, transmit, download, post, distribute, modify the aforementioned intellectual property and proprietary information of the Company as aforesaid in any manner whatsoever without the express consent of the Company or use the same for any commercial purposes.
- 10.3 The User shall not use, post, modify, distribute or reproduce any content or material wherein the intellectual property and proprietary rights of such content and material belong to the Company, any third-party or any other person or entity without obtaining the prior written consent of the owner of such rights as aforesaid, failing which the Company shall be entitled to take appropriate action including terminating the usage and registration of such User without any refund or other liability. In the event the intellectual or proprietary rights of a User have been violated or infringed as aforesaid the aggrieved User shall forthwith notify the Company of the same along with adequate proof and the Company shall, in its discretion take necessary and appropriate action thereafter.

## **11. USER OBLIGATIONS**

- 11.1 The Users shall provide accurate, complete and up to date information at the time of registration and creating an account on the Platform and shall ensure that they possess the rights, titles, and interests in the data, information, and content they submit on the Platform.
- 11.2 The Users agree and acknowledge that the Company shall in its discretion be entitled to verify the information provided by the Users and the Users shall cooperate with and provide adequate proof of the same to the Company as and when requested by it.
- 11.3 The account of the Users and their username and passwords shall solely and exclusively be for their personal use and the Users shall at all times ensure the confidentiality of their username, password, and identification and shall be solely responsible for all activities on his/her account. The Users shall forthwith notify the Company in the event of any unauthorized activity pertaining to their account.
- 11.4 The Users shall maintain abide by all laws, rules, regulations, guidelines, ordinances, and orders in force at all times during the term of this Agreement.
- 11.5 The Users shall maintain the minimum balance required by their respective banks to avail Services and make payments through the Platform. The Company assumes no liability in respect of violation of any of the obligations imposed by the Issuing Bank on the User.

## **12. PRIVACY POLICY**

- 12.1 The usage of the Platform and availing the various Services, and features on offer shall require Users to submit and provide us with their information which the Company shall collect, store and process for the purpose of providing such Services and features to the Users. The Company respects the privacy and confidentiality of the information of its Users; thereby the collection, storage, and processing of their information are governed by the **Privacy Policy** <https://www.appgoodfood.in/privacy-policy.html> instituted by the Company. Users are requested to carefully read the Privacy Policy of the Company and the access and usage of the Platform by the Users implies that they have read and understood the Privacy Policy and agreed to be bound by its provisions.
- 12.2 Maintaining the confidentiality of their username the password shall be solely borne by the concerned User and the Company shall not bear any liability or responsibility for any breach in relation to the same. If the User suspects any unauthorized breach or activity on his/her account, the User shall promptly notify the Company. The Company shall not be responsible for any disclosure of such information by you to the third-party.

## **13. THIRD-PARTY LINKS AND SERVICES**

- 13.1 The Platform may contain links to third-party apps or websites and the same shall not constitute, in any manner whatsoever the Company's endorsement, sponsorship, or recommendation of such third-party APPs/websites or their products, services, content, and offerings. The Company is not responsible for examining or evaluating any third-party apps/websites and does not make any representation or warranty for their products, services, content, and offerings or their terms and conditions and privacy practices. In the event, a User accesses such apps/websites he/she shall do so at his/her own risk and expense and apprise himself/herself of their terms and conditions and privacy practices.
- 13.2 We use third-party service provider to facilitate payment and withdrawal procedure on the Platform including user verification. By using our Platform, you agree to use of such third-party services by us.
- 13.3 You hereby authorize and give consent to us to send an alert, either to you or through any third-party service provider, from time-to-time various information/ alerts/ SMS/ other messages or calls or commercial communication, and other services on the aforesaid listed telephone numbers, whether these numbers are registered with National Do Not Call Registry/ listed in National Customer Preference Register or not. You also confirm that by sending any of such messages/ calls, you shall not hold us or our third-party service provider liable and you cannot institute complaint under the Telecom Commercial Communications Customer Preference (TRAI) Regulations, 2010 or such other applicable regulations including any amendment thereof, as may be applicable from time to time. If you want to stop this service, please write an email to **contact@appgoodfood.in** before the due date and call our support **72-7485-7485**.

#### **14. DISCLAIMER**

- 14.1 The Platform and the Services, features, offerings, information, content available on it is available on an 'as is' and 'as available' basis. The Company disclaims any and all warranties, whether express or implied, including without limitation warranties of merchantability, non-infringement or fitness for a particular purpose except for those warranties that cannot be excluded under applicable laws. The Company does not guarantee any specific results from the usage of the Platform.
- 14.2 The Company provides no warranty that:
- a) The Services will be uninterrupted and free from any bugs or errors;
  - b) The Services will meet your requirement;
  - c) Accuracy or reliability of the results that may be obtained from the use of Services;

- d) The quality of Services, information, or other material obtained by you from or through the Platform will meet your expectation;
  - e) The Platform will be compatible with your device;
  - f) The accuracy of data provided on the platform
- 14.3 The Company, its officers, directors, employees, affiliates or agents shall not be liable, whether in contract or in tort in any manner whatsoever for:
- a) any interruptions in the Services;
  - b) delay in access or interruptions on the Platform;
  - c) loss, theft, non-delivery, destruction, corruption, of data;
  - d) any loss or damage incurred as a result of your access or usage of the Platform;
  - e) the occurrence of any viruses, malfunctions, system failures, technical problems in connection with the Platform;
  - f) inaccuracies or omission in the content;
  - g) any other event beyond the control of the Company.
- 14.4 The Platform does not charge any registration or browsing fee; however, User is required to pay to avail Services as stipulated under this Agreement. The Company reserves the absolute right and discretion to modify, amend or update the fee policy from time to time, with or without notice to the Users, which shall become effective immediately after posting the same on the Platform and shall form a part of the Terms and Conditions. Your continued use of the Platform shall be deemed as an acceptance of the amended or modified Terms and Conditions.
- 14.5 In order to render Services, the Company may be required to enter into arrangement or agreements with third-party payment gateways, facilitators or processors for collection, refund, remittance, or payment made by you on the Platform. The Company hereby disclaims all warranty in respect of any of the Services brought to you by the third-party service providers.
- 14.6 The Company shall assume no liability whatsoever in respect of any loss or damage arising directly or indirectly to you or any third-party due to:
- a) Lack of authorization for any transaction.
  - b) Illegitimacy of the payment method (including debit/credit cards fraud) being used by you.
  - c) Lack of authorization for any transaction made using the Platform.
  - d) The decline of transactions by Issuing Bank for any other reason whatsoever.
- 14.7 The use of the Platform and any resultant connection, exchange, communications, or transaction does not constitute an offer, advice, counselling, recommendation on part of the Company and any loss, liability, expenses, damages, judgments incurred by any User as a result of entering into

a transaction by using the Platform shall solely and exclusively be the responsibility of and borne by such User and the Company shall not bear any liability or responsibility for the same.

## **15. LIMITATION OF LIABILITY**

- 15.1 Great care has been taken to ensure that the information available on this Platform is correct and accurate. We apologize for any errors or omissions that may have occurred. We cannot warrant that use of this Platform will be error-free or fit for purpose, timely, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Platform and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.
- 15.2 By accepting these Terms and Conditions, you agree to relieve us from any liability whatsoever arising from your use of information from any third party, or your use of any third-party website, or your consumption of any food or beverages ordered from us.
- 15.3 We disclaim any and all liability to you for the supply of the food items to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or damage to you such liability is limited to the amount you have paid for the relevant items. We cannot accept any liability for any loss, damage, or expense, including any direct or indirect loss such as loss of profits to you, howsoever arising. This limitation of liability does not apply to personal injury or death arising as a direct result of our negligence.
- 15.4 We do not accept any liability for any delays, failures, errors or omissions or loss of transmitted information, viruses or other contamination transmitted to you or your computer system via our Platform.
- 15.5 We shall not be held liable for any failure or delay in delivering food items where such failure arises as a result of any act or omission, which is outside our reasonable control such as all overwhelming and unpreventable events caused directly and exclusively by forces of nature that can be neither anticipated, nor controlled, nor prevented by the exercise of prudence, diligence, and care, including but not limited to: war, riot, civil commotion; compliance with any law or governmental order, rule, regulation or direction and acts of third parties.
- 15.6 If we have contracted to provide identical or similar order to more than one customer and are prevented from fully meeting our obligations to you by reason of an event of force majeure, we may decide at our absolute discretion which orders we will fill and to what extent.
- 15.7 The products sold by us are provided for private domestic and consumer use only. Accordingly, we do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or

profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the Platform or for any products or Services purchased from us.

- 15.8 We have taken all reasonable steps to prevent Internet fraud and ensure that any data collected from you is stored as securely and safely as possible. However, we cannot be held liable in the extremely unlikely event of a breach in our secure computer servers or those of third parties.
- 15.9 In the event we have a reasonable belief that there exists an abuse of vouchers and/or discount codes or in suspected instances of fraud, we may cause the shopper (or customer) to be blocked immediately and reserves the right to refuse future service. Additionally, should there exist an abuse of vouchers or discount codes, we reserve the right to seek compensation from any and all violators.
- 15.10 We will do everything in its capacity to maintain the quality of food supplied we supply. However, in the unlikely event of poor quality of food reported by a customer, our customer support team will take the majority opinion of the customers to whom the same food was delivered on the given day. If a widespread quality issue exists, we will consider the issue and handle it accordingly.

## **16. FORCE MAJEURE**

We shall not be under any liability for failure to perform any of our rights and obligations under this Terms and Conditions, if such acts of failure are due to any act of God, fire, earthquake, floods, or any natural calamities or transportation embargoes, civil commotion, riots, violence, acts of terrorists, lockdowns, state enemies, or any other reasons or circumstances beyond our control.

## **17. INDEMNITY**

- 17.1 Users shall indemnify and hold harmless the Company and its representatives, affiliates, partners, contractors, officers, directors, employees and assigns against any and all losses, liabilities, damages, costs, claims, damages including legal expenses that may be incurred by the Company as a result of or arising out of a User's.
- a)** breach or violation of the provisions stipulated in these Terms and Conditions.
  - b)** breach of any representation or warranty
  - c)** use of the Platform and its content
  - d)** availing the Services, features, and offerings available on the Platform
  - e)** violation of the intellectual property or proprietary right of the Company or any third-party
  - f)** violation of the privacy, confidentiality, information, or any other right of the Company or any third-party.

g) violation of any Applicable Laws.

h) any act, omission, fraud, misrepresentation on part of the User.

17.2 The foregoing right to indemnity shall be in addition to any other right that may be available to the Company in equity or under Applicable Laws and the indemnity rights shall survive the termination of this Agreement and Users usage of the Platform.

## **18. TERM, TERMINATION, AND VIOLATION**

18.1 This Agreement shall be valid and continue to be operative as long as the Users continue to use the Platform.

18.2 The Users are entitled to terminate this Agreement anytime by discontinuing their usage of the Platform and communicate the same in writing to us.

18.3 We shall be entitled to terminate the usage, access, account or membership of a User at any time with immediate effect and with or without cause wherein the term cause shall mean the breach of any of the terms and conditions stipulated in this Agreement or violation of Applicable Laws of a User.

18.4 The rights, liabilities, or obligations under this Agreement that may have accrued to us prior to the termination or expiration of this Agreement shall not be affected by such termination or expiration and we shall be entitled to enforce such rights, liabilities, or obligations against the Users regardless of the same.

## **19. RESTRICTION ON USE**

Without limiting the generality of these Terms and Conditions, in using the Platform for the Services, you specifically agree not to post or transmit any content (including review) or engage in any activity that in our sole discretion:

a) Guidelines and policies;

b) Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, discriminatory, vulgar, obscene, libellous, hateful or otherwise objectionable, invasive of another's privacy, relating or encouraging money laundering and gambling;

c) Constitutes an inauthentic or knowingly erroneous review, or does not address the goods and services, atmosphere, or other attributes of the business you are reviewing.

d) Violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;

e) Attempts to impersonate another person or entity;

- f) Falsely states, misrepresents, or conceals your affiliation with another person or entity;
- g) Interferes with, disrupts, or destroys the functionality or use of any features of the Platform or the servers or networks connected to the Platform;
- h) Hacks or accesses without permission our proprietary or confidential records, records of another user;
- i) Violates any contract or fiduciary relationship (for example, by disclosing proprietary or confidential information of your employer or client in breach of any employment, consulting, or non-disclosure agreement)
- j) Threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- k) Attempts to do any of the foregoing.

## **20. AMENDMENT AND WAIVER**

- 20.1 We reserve the right to make such changes, amendments, modifications, to this Agreement as it may deem necessary to our discretion from time to time and our decision shall be final and binding regarding the same. The amended Agreement shall be effective and legally binding from the date it is posted and uploaded on the Platform and the same shall constitute sufficient notice to Users of the same. Users are advised to periodically review the Agreement from time to time so as to keep themselves apprised of all such changes and modifications.
- 20.2 No failure to exercise and no delay in exercising any right or remedy under this Agreement shall operate as a waiver thereof. No waiver or consent hereunder shall be applicable to any events, acts, circumstances except those specifically covered thereby.

## **21. SERVERABILITY**

In the event that any provision in this Agreement is found to be invalid or unenforceable, the offending provision shall be severed from the Agreement and the remaining provisions shall continue to be enforceable and operate as originally written.

## **22. NON-ASSIGNMENT**

You shall not assign or transfer or purport to assign or transfer the contract between you and us to any other person.

## **23. SURVIVAL**

The provisions which, by its nature or express terms should survive, will survive such termination or expiration of this Agreement.

#### **24. USER DISPUTES, GRIEVANCES, AND REDRESSAL**

If you have any disputes or grievances in respect of Services availed through the Platform, please write to us at **contact@appgoodfood.in**. We shall endeavour to resolve your disputes or grievances within 7 days of receiving the email.

#### **25. GOVERNING LAW AND JURISDICTION**

This Agreement and its provisions shall be construed in accordance with and governed by the laws of India and subject to the exclusive jurisdiction of the courts situated in Chennai.

#### **26. ENTIRE AGREEMENT**

Except where otherwise expressly provided, this Agreement constitutes the entire agreement and understanding between the Users and the Company with respect to the subject matter contained herein and shall supersede all prior or contemporaneous oral or written agreements or communications pertaining to the same. In case of any inconsistency between the provisions of these Terms and Conditions and any other similar documents or understanding the provisions of this Agreement shall prevail.

#### **CONTACT US:**

If you have any queries or concerns regarding our Terms and Conditions, Privacy Policy, or any other policies, you can reach out to us on our contact information given on our **Contact Us** page or you can write to us on **contact@appgoodfood.in**.