

CANCELLATION AND REFUNDS POLICY

HomeSuperFoods Online Private Limited (the “**Company**”), owns and operates the interactive website **www.appgoodfood.in**, its mobile-friendly website interface and **App GOOD FOOD** its mobile application, available in both Android and iOS (collectively and individually referred to as the “**Platform**”).

For this Policy, the use of terms like “we”, “us” and “ours” refers to the Company and the terms “you”, “your”, “buyer” and “seller” refers to any natural or legal person who browses through the Platform or avails the Services. By accessing the Platform, you acknowledge that you have read and understood the terms provided under this Policy and agree to be bound by them. However, if you disagree, kindly exit the Platform immediately as your continued access shall be construed as an acceptance of this Policy.

We respect and value our clients and believe in providing them with 100% service satisfaction. However, in case you are not happy or satisfied with the services, kindly write to us and we will ensure to rectify the situation or make refunds for the orders. The cancellation and refunds for the orders placed on the Platform shall be governed by this Policy.

1. CANCELLATION AND REFUNDS

- 1.1. You must notify the Company within 10 (ten) minutes of placing the order if you decide to cancel your order by phone or email, preferably by email, and quote your order number. However, subject to Buyer’s previous cancellation history, the Company reserves the right to deny any refund to Buyer pursuant to a cancellation initiated by Buyer even if the same is within 10 (ten) minutes followed by suspension of account, as may be necessary for the sole discretion of the Company.
- 1.2. If the Buyer cancels his/her Order after 10 (ten) minutes of placing it, the Company shall have a right to collect a penalty of 100% of the Order amount for breach of contract terms as to compensation for the damages suffered by the Company, with a right to either not to refund the Order value in case Buyer’s Order is prepaid, to compensate the Seller.

- 1.3. There may be cases where the Company is either unable to accept your order or cancels the order, due to reasons including without limitation, technical errors, unavailability of the item(s) ordered, or any other reason attributable to the Company, Seller, or Delivery Partner. In such cases, the Company shall not charge a cancellation charge from you. If the order is cancelled after payment has been charged and you are eligible for a refund of the Order Value or any part thereof, the said amount will be reversed to you.
- 1.4. The Company or the seller may cancel an order if the product is not available for any reason. The Company will notify you if this is the case and return any payment that you have made.
- 1.5. If the cancellation is made in time and once the seller has accepted your cancellation, we will refund or re-credit your debit or credit card with the full amount, which you paid for the delivery of the Goods or the Services, as applicable.
- 1.6. Any complaint, with respect to the Order which shall include instances but not be limited to food spillage, foreign objects in food, delivery of the wrong order or food and beverages or Products, poor quality, you will be required to share the proof of the same before any resolution can be provided.

2. NON-CUSTOMER CANCELLATION

- 2.1 The Company reserves the right to collect a penalty for the Orders constrained to be cancelled by the Company for reasons not attributable to the Company, including but not limited to:
 - I. in the event, if the address provided by the Buyer is either wrong or falls outside the delivery zone.
 - II. failure to contact Buyer by phone or email at the time of delivering the Order booking.
 - III. failure to deliver Buyer Order due to lack of information, direction, or authorization from Buyer at the time of delivery; or
- 2.2 In case of cancellations for the reasons attributable to the Company or the Seller, the Company shall not collect any penalty from the Buyer.

3. MANNER OF RAISING CANCELLATION OR REFUND REQUESTS

- 3.1 Any request for cancellation or refund shall be raised writing an email to us at contact@appgoodfood.in or call us at **72-7485-7485** withing the stipulated timelines hereunder. The Email for raising cancellation or refund request shall contain your name, order number, service particulars along with a valid reason for cancellation or refund; without which no cancellation or refund request shall be entertained.
- 3.2 If we are satisfied with your reason for cancellation or refund and believe that the same cannot be resolved by our team, we will initiate the refund in your designated account within a period of 7-14 working days.

4. FORCE MAJEURE AND EVENTS BEYOND OUR CONTROL

Without prejudice to any other provision herein, the Company shall not be liable for any loss, damage, or penalty as a result of any delay in or failure to deliver or otherwise perform hereunder due to any cause beyond our control, including, without limitation, an act of God, embargo or other governmental action or regulation. The refund requests cannot be made for any delayed deliveries on account of Force Majeure or events beyond our or Seller's control.