

## TERMS AND CONDITIONS OF USE

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### 1. Ownership and Use of Materials

1. This Website is solely and exclusively owned and operated by Wishopedia Services Pvt Ltd. (hereinafter referred to as "**Wishopedia**"). Wishopedia is the Original Owner and Author of the Website [www.deliverychef.in](http://www.deliverychef.in) (hereinafter referred to as the "**Website**") and of all the copyrights, trademarks, brand names, logos and other intellectual property rights incidental or consequential thereto.
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4. The use of any such material on any other Website or networked computer environment is strictly prohibited and shall render you liable for civil, criminal or other legal proceedings.
5. Except as otherwise indicated on this Website and except for the logos, trademarks, service marks, brand names and trade names of other companies that are displayed on this Website, all trademarks, logs, brand name, copyright, service marks and trade name associated with "Delivery Chef" are the sole and exclusive property of Wishopedia.
6. You must not use the services provided by Wishopedia or the website for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct and acceptable content.

7. You must not use the services provided by Wishopedia or the website to abuse, harass, threaten, impersonate, intimidate or otherwise violate the legal rights of others.

## **2. Limitation of Liability**

1. Wishopedia shall not be liable or responsible for any special or consequential damages that may result from the use of, or the inability to use, the materials on this Website.
2. In no event shall Wishopedia have any liability to you for damages, losses and causes of action (whether in contract, tort (including, but not limited to, negligence), or otherwise) for accessing this Website.
3. You declare and confirm that you are accessing this Website voluntarily and entirely at your own risk and consequences incidental or consequential to such use.
4. You acknowledge and agree that Wishopedia neither endorses the content of advertisements or third parties' web content, nor shall it be responsible or liable for the accuracy of material contained therein, or any infringement of third party intellectual property rights arising therefrom, or any fraud or other crime committed thereby.
5. Neither Wishopedia nor any of its officers or employees shall be liable or responsible for any direct, indirect, incidental, special or consequential damages arising out of or relating to these Terms and conditions of use, resulting from the use or the inability to use the Website services or resulting from any services provided by Wishopedia or any messages received or transactions entered into through the Service or resulting from unauthorized access to or alteration of user's transmissions or data.
6. In no event or circumstances shall Wishopedia be held liable or responsible for any delay, failure, default or disruption of the contents or services delivered through the Website to you.
7. Wishopedia or its officers or employees shall not in any manner be responsible for any force majeure event, act of God or any circumstances beyond its control,

as set out hereinafter which hinder your free and full access to the Website or its services.

8. Neither Wishopedia nor shall its employees be held liable or responsible for any information displayed by it or for updating any such information.

### **3. Property Rights in the Website and Content, Informational Purposes and Compliance with Law**

1. The Website [www.deliverychef.in](http://www.deliverychef.in), the copyrights, trade mark, logo, trade name, brand name and other intellectual property rights now existing or that may arise/accrue in future to Wishopedia from the website [www.deliverychef.in](http://www.deliverychef.in) and the Contents thereof are the sole and exclusive ownership and property of Wishopedia and are protected by applicable copyright, trademark and other intellectual property laws of India.
2. Except as expressly authorized herein, you shall not modify, license, assign, sell, distribute, reproduce, transmit, display, publish, broadcast, circulate, disseminate, commercially exploit or create derivative works based on the Website, the Service or the Content in any manner (including electronic, print or other media now known or hereafter developed) without our written consent.
3. Use of the Website or the Content in violation of these Terms and conditions of use, or any applicable law, rule or regulation, or the rights of any third party is strictly prohibited and any act to the contrary shall be entirely at your own risk, costs and consequences thereof.
4. You agree, declare and confirm not to use the Website or the Content for any unlawful or immoral purposes and further to comply with any and all requests from Wishopedia to protect our respective rights in the Website and the Content.
5. We expressly prohibit the use of devices (including software) designed to provide repeated automated access to the Website and the Content for any commercial purpose except for those expressly authorized by us.
6. We reserve the right to take any and all measures necessary to prevent such access, including denial or termination of your access to the Website. In the event that you download any software from the Website, the software, including

any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "**Software**") shall always be the ownership and property of Wishopedia and Wishopedia retains full and complete title to the Software, and all intellectual property rights therein.

7. In the event you become aware of any infringement of any intellectual property rights of Wishopedia or any action against or proceeding against Wishopedia, you shall forthwith in good faith inform Wishopedia of the same.

#### **4. Hyperlinks**

1. In the event you use the Website or the links included on the Website to gain access to any World Wide Website or any Internet location or a source of information of any company, organization or person other than Deliverychef.in, you agree, confirm and acknowledge that such other Websites, locations and sources are not under the control of Wishopedia.
2. Wishopedia shall not be responsible or liable for any content or links found at any such Website, location or source, for your use of such information, or for any such Website's, location's or source's use of any information you submit to them.
3. Wishopedia has provided such links only for convenience and have not tested any software or verified any content found at such Websites, locations or sources.
4. The fact that Wishopedia has provided a link to any non-Deliverychef.in Website, location or source does not signify our endorsement of such third party Website or its contents.
5. There are inherent risks in the use of any software and/or content found on the word-wide Web and you acknowledge that you understand these risks and consequences and undertake such risks voluntarily.

#### **5. Disclaimers Posted on the Website, Content to be construed in its Entirety**

You agree and declare to comply with any and all rules, restrictions and disclaimers that are posted on the Website. All materials on the Website are meant to be reviewed in their entirety, including any footnotes, legal disclaimers,

restrictions, disclosures and copyright or proprietary notices. Disclaimers, restrictions, disclosure or hedge clauses apply to any partial document or material in the same manner as they do to the whole, and will be deemed incorporated in the portion of any material or document that you consult or download.

## **6. User Codes**

1. Wishopedia shall from time to time provide you with exclusive user names, passwords and/or other unique identifiers ("**User Codes**") to enable you to access and use the Website.
2. You shall be liable and responsible for the security and confidentiality of the User Codes and agree not to disclose them to any third party.
3. You are responsible for any and all information provided and any and all acts and/or omissions that occur while User Codes are being used.
4. Wishopedia shall not be liable or responsible for any breach of security caused by your failure to maintain the confidentiality and/or security of any of the User Codes.
5. If you create a login and apply for an account, you must provide accurate and complete registration information, and you are responsible for any activity that occurs under your identity. Wishopedia is not responsible for unsatisfactory delivery or unavailability of service caused by inaccurate registration information.
6. You agree and confirm to notify us immediately in the event of loss, theft or disclosure of any or all of the User Codes, if you became aware and have knowledge that the confidentiality or security of any or all of the User Codes has been compromised in any way or unauthorized access to and/or use of the Website.
7. We reserve the right to revoke or modify the User Codes at any time without prior notice. Wishopedia reserves the right to refuse registration and deny creation of an Account and associated User ID and Password to any User at its sole discretion.

## **7. Consent to Recording and Monitoring**

1. You consent and give your no-objection to Wishopedia to record, retain and use all information, data and electronic communication that you input or otherwise communicate during your access to and/or use of the Website or any e-mail to or from us and any other means and the transmittal of the same to our affiliates, subsidiaries, branches and third parties for order and other processing, database maintenance, record keeping or any other use in accordance with customary practices, policies and procedures applicable, and our privacy policies.
2. We expressly reserve the right to monitor any and all use of the Website and its Contents by you.

#### **8. Use of E-mail and other Electronic Messages**

1. You admit acknowledge and confirm that you have full knowledge and information that any electronic mail, chat, information, submission or instant messenger communication, whether transmitted through the Internet, the Website, a proprietary network, a computer, a pager or other wireless device or otherwise (collectively, "**Electronic Messages**") may not be secure and communications using Electronic Messages may not be confidential.
2. Wishopedia shall be neither liable or responsible to update any information communicated to you using Electronic Messages nor shall Wishopedia or its representatives be liable or responsible to timely see, process, act on or respond to any message sent by you using Electronic Messages

#### **9. Your Representations and Warranties**

1. You hereby represent and warrant to Wishopedia that:
  - a. (i) you are the person to whom the User Codes used to access the Website were issued by us and the information you provided to us in connection with the issuance of the User Codes, if any, was and is correct accurate and complete, and you take sole responsibility to update such information and as when necessary, or (ii) you are accessing the Website on behalf of the company or organization to whom the User Codes you used to access the Website were issued by us; (iii) You authorize Wishopedia to verify this

information, and Wishopedia at its sole discretion, may prosecute users for any incorrect information or any misrepresentation.

- b. you are accessing the Website on behalf of the company or organization to whom the User Codes you used to access the Website were issued by us and you are duly authorized by all necessary action and have all consents, rights and authority to execute these Terms and conditions of use for and on behalf of the company or organization on whose behalf we grant you access to the Website;
- c. you will not modify, reverse engineer, hack, de-compile or reverse compile any of our technology, including any software or Java applets associated with the Website; or modify another website so as to falsely imply that it is associated with [www.deliverychef.in](http://www.deliverychef.in).
- d. You are of the age of 18 or above and of sound disposing mind; and have accessed the Website voluntarily with full knowledge and notice of the terms and conditions of use, its binding nature and consequences of such breach.
- e. You have the necessary consent, right and authority to provide any and all information transmitted to us using the Website and information so transmitted is true, correct accurate and complete and Wishopedia may rely upon it.
- f. You shall from time to time and at all times comply with all the statutory, municipal or local laws, rules and regulation applicable to the use of the Internet, a computer device, use of electronic data/messages and your membership to the Website and shall not do any act, deed, matter or thing which shall constitute a violation or breach of the same.
- g. The information submitted by you for display on the Website shall not (i) contain any material that constitutes unauthorized advertising or harassment (including but not limited to spamming), invade anyone's privacy or encourage conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law or regulation; or (ii) contain any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware

system, data or personal information (iii) infringe or attempt to infringe the copyrights, trademarks, or other intellectual property rights of some third party

- h. You shall be liable and responsible to verify the terms and conditions of use periodically for any changes or modifications that may be made by Wishopedia.
- i. The personal information provided by You to Wishopedia such as your name, address, email address, mobile number etc is authentic, true and correct.
- j. You shall neither place nor authorize any other person on your behalf to place, any false or bogus orders with Wishopedia.
- k. You shall not disclose your user Id and password to any third person and are responsible for keeping your password secure.
- l. You are solely responsible for your conduct and any data, text, information, graphics, photos, profiles, digital media, or links ("Content") that you submit post, display and/ or distribute on or through the website.

You expressly understand, agree and have knowledge of the fact that:

- a. Your use of the Website is at your sole discretion and responsibility. The services of the Website are being provided to you on an "as is" and "as available" basis. Wishopedia, its affiliates, officers, employees, agents, partners and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- b. Wishopedia, its affiliates, officers, employees, agents, partners and licensors make no warranty that (i) the services of the Website will meet your requirements or standard of expectation (ii) the services of the Website will be uninterrupted, timely, secure, accurate or error-free; (iii) the results that may be obtained from the use of such services will be accurate or reliable; (iv) the quality of any products, services, information or other material purchased or obtained by you through the Service or through the Service advertisers or partners will meet your expectations or requirements.
- c. Any material downloaded or otherwise obtained through the use of the Service is accessed by you at your sole and absolute discretion and free will voluntarily and

you will alone be responsible for any risk, consequences or damage to your computer system or loss of data that results from the download of any such material.

- d. Wishopedia and website do not allow the practice of misleading business activities, patent or copyright violations, trademark infringement, spam abuse, adult or unsuitable content, hacking- associated content, defamation to privacy and youth and lastly third party content and remark violations.
- e. This website may hold advertisement of registered companies, however, users attempting to utilize the website for their own marketing purposes with intentions of gaining financial benefits is prohibited. Spam's are also generally tracked down and are outlawed. The website is not responsible for any interaction, contact or dealings between the company and advertisers present in the website.

#### **10. Indemnification**

You agree to indemnify and do hereby keep indemnified, safe and harmless Wishopedia its successors and assigns of from and against any and all claims, actions, proceedings, obligations, penalties, losses, liabilities, disputes, damages, costs, charges and expenses of any nature whatsoever suffered or sustained by Wishopedia due to :

- (i) your breach of any terms or conditions of use or your representations and warranties contained in these Terms and conditions of use,
- (ii) your access to and/or use of the Website and/or the Content
- (iii) any act, deed, matter or thing which shall or may constitute an infringement of the copyright, trademark or any other intellectual property rights of any third party;
- (iv) Any bogus or false orders placed by you or any third party using your used ID and password,
- (v) any false, incorrect or misleading information provided by you to Wishopedia as to your name, e-mail address. address, mobile number etc
- (vi) Any disclosure of information, user Id ,password made by You to any third party.

Wishopedia shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, strict liability or otherwise or any other damages resulting from any of the following:

- a. the use or the inability to use the Website (whether due to disruption, limited access, changes to or termination of any features on the Website or otherwise) for any interruption, delays, errors or omissions with respect to any communications or transmission, or any damage (direct, indirect, consequential or otherwise) arising from the use of or inability to use the Website;
- b. any shortcoming / error with respect to any information or Services purchased or obtained from a User or a third-party content provider through Wishopedia;
- c. unauthorized access by third parties to data or private information of any User;
- d. statements or conduct of any User of the Website; or
- e. authenticity, availability, suitability, reliability, accuracy of the information, software, Services, content, etc;

## **11. Modification and Termination**

1. Wishopedia reserves the right in its sole discretion at any time and for any reason with or without prior notice to you to (a) modify or discontinue, in whole or in part, any portion of the Website, the Content, hours of availability and/or your access to the Website, and (b) to modify, amend and alter these Terms and conditions of use.
2. These terms and conditions of Use (as may be revised from time to time as described herein) are valid, subsisting and binding upon you and, unless otherwise expressly stated in these Terms and conditions of use, will survive the termination of your access to, and use of, the Website.
3. (a) Wishopedia may refuse, restrict, suspend or terminate your Account or services provided to you at any time, at its sole discretion without notice or suspend your

Account until verification of the information you provided is complete without liability to you or any other party. Wishopedia may take technical action to block you from visiting the Website if it has reasons to believe or notice that you have violated or committed breach of any of the terms and conditions of use.

- (b) Wishopedia shall in cases of suspected abuse, fraud, or violation make such rules and take such decisions relating to termination of membership as shall be final and binding on you.
- 4. Should you object to any of the Terms and conditions of use, or any subsequent modifications thereto, your only recourse is to immediately discontinue participation in the Website and properly terminate your membership with Wishopedia and you agree, confirm and undertake not to raise any dispute in respect of the same.

## **12. Prices and products:**

- 1. The information regarding price and product specifications represented on the Website are those as have been provided by the Restaurants/Outlets itself. The information regarding product specifications such as Jain, Vegetarian, etc. on Wishopedia's website or otherwise have been provided by the Restaurants/Outlets. Under no circumstances, is Wishopedia liable or responsible to any user or other party for the accuracy of such information or to verify the accuracy of such information.
- 2. Though every effort is made to ensure accuracy in posting pricing information, discrepancies may occur. In the event the prices on the final invoice and the prices posted on the Website are different, the prices on the final invoice will prevail in every case.
- 3. If you become aware that the Website contains inaccurate information, please let us know by contacting us at Wishopedia Services Pvt. Ltd., 105, Dalamal Chambers, 29 New Marine Lines, Mumbai 400020 or [info@deliverychef.in](mailto:info@deliverychef.in)
- 4. Wishopedia shall in no event or circumstances be held liable and/or responsible for any discrepancy or inaccuracy in reporting the prices and product specifications nor shall it be liable for any costs, actions, claims or demands that may arise or accrue in respect of the same.

5. Wishopedia shall not be liable or responsible for any products, information or services mentioned on the Website, whether provided by Wishopedia, or any third parties. You agree to make your own independent evaluation of the products, information and services mentioned on the Website, including their quality.

### **13. Products and Services**

1. Wishopedia is acting solely as a facilitator of communications between the Restaurant/Outlet and the user of the Website. Wishopedia provides a service of transmitting orders to the Restaurants/Outlets.
2. Wishopedia shall not be responsible for the quality of goods or services offered by the Restaurant/Outlet to you or for any delayed/defective delivery.
3. All questions regarding products, its quality, delivery time, Restaurant/Outlet featured on the Website should be posted or directed to the appropriate Restaurant/Outlet.

### **14. Payment Terms**

- a. All payments made by you online through valid debit/credit card/online banking over a secure payment network shall be collected via Wishopedia's appointed payment gateway. You may also pay cash to the delivery person for delivery orders or at the Restaurant/Outlet at the time of pick-up orders. In a credit/ debit card transaction, You shall use your own credit/ debit card only. Wishopedia shall not be liable or responsible for any credit card fraud(s). The liability, if any, on the fraudulent use of your credit card will be yours alone and the onus to 'prove otherwise' shall be on you. You agree to indemnify and keep indemnified Wishopedia, its successors and assigns, of, from or against any claims, demands, actions, disputes, liabilities, obligations, costs, charges, expenses of any nature suffered or sustained by Wishopedia by reasons of the fraudulent uses of any credit/debit card by you for any such transaction.
- b. Notwithstanding anything to the contrary mentioned above, the payment made shall be governed by and subject to the Cancellation and Refund Policy.

## **15. Cancellation Policy**

- a. Any online order for delivery or pick-up placed by you through Wishopedia may be not be cancelled either through the internet or through phone. Advance orders will also be subject to this cancellation policy.
- b. No cancellation in respect of As Soon As Possible (ASAP) or NOW delivery orders shall be accepted by Wishopedia.

## **16. Refund policy**

- a. Orders once placed through Wishopedia may not be cancelled or refunded. Under an exceptional circumstance of a cancellation of order as permitted above, the Website will refund the changed amount for the same after deducting valid transaction charges of 5% of the total amount if paid online. The charges will be refunded back to your credit card / debit card / online bank account that were used for the particular transaction.
- b. Estimated Delivery Time displayed on the website is the approximate time the Restaurant/ Outlet will take to deliver the Food and/or beverage items to the Customer. In the event of any delay or default in such delivery, Wishopedia shall in no event or circumstances be held liable or responsible for the same, and the Outlet shall be directly liable and responsible for all the consequences of the same. Cancellations and refunds for orders that are delivered outside of the estimated delivery time will be at the sole discretion of the Outlet/ Restaurant.
- c. In the event the Customer is dissatisfied with the quality of the food items, the Customer shall not be entitled to seek cancellation or refund of the billed amounts. However if there is any shortfall in delivery or the food items such as they had spilled/ or were damaged, the Customer shall at the time of delivery return the food items to the delivery boy with a written complaint of the same on the Bill against signature of the delivery boy. Moreover, in the event of any shortfall in delivery or the food items having spilled/ or being damaged, the Customer shall inform Wishopedia of the same within 24 hours. Wishopedia shall thereafter initiate investigations in the matter of complaint received and shall make reasonable efforts to complete such investigation within a period of thirty

days from the date of such commencement. The decision of Wishopedia on completion of such investigation shall be final, binding and conclusive on the Customer and the customer shall not dispute the same.

## **17. Rewards**

1. You may redeem your DeliveryChef.in reward points you earned for prizes from DeliveryChef.in or against future orders.
2. Wishopedia in its sole discretion at any time and with or without notice may offer further incentives or promotions, shorten or extend the duration of any incentive or promotional program and/or terminate or modify any incentive or promotional program.
3. Participation in DeliveryChef.in reward programs is subject to the terms, conditions, rules, regulations, policies, and procedures that Wishopedia may, in its discretion decide from time to time.
4. Without limiting the foregoing, any failure on your part to comply with terms and conditions of Use, abuse of award program, conduct detrimental to the interests of Wishopedia, Wishopedia may, in its discretion cancel the accrued reward points and/or benefits, if any.

## **18. Disclosure of User Information**

- a. Wishopedia shall not be held liable or responsible for disclosure of your user information, identity or contact information, to any statutory, local or governmental authorities or bodies or private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing or other unlawful activity or any sub-poena or legal action against you.
- b. You shall not hold Wishopedia liable or responsible for any claims, demands, actions, disputes, costs, charge, expenses or damages incidental or consequential to such disclosure and you agree and consent to the terms and conditions of such use entirely at your own risk, costs and consequences of such disclosure.

## **19. Reviews and Comments**

1. Wishopedia enables you to post your reviews, statements and comments on various products and Services featured on the Website, and in respect of such a comment/article/blog, You grant Wishopedia and/or its affiliates the right and authority to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such reviews and comments throughout the world in any media and to use the name, if any, that you submit in connection with such review or comment.
2. Restaurant/Outlet review submitted by you to Wishopedia even if not published, your rating will be contributed to the restaurant's overall rating. Wishopedia reserves the right to block a particular review from being posted on its Website at its sole discretion.
3. You agree and confirm that the reviews/statements/comments posted by you are made by you voluntarily and Wishopedia shall not in any manner or extent be liable or responsible for any defamatory, slanderous or libelous remarks made by you or any legal action taken against such reviews/statements/comments. You agree to indemnify and do hereby keep indemnified safe and harmless Wishopedia its successors and assigns of, from or against any actions, claims, demands, disputes, liabilities, obligations, costs, charges or expenses of any suits/actions/legal proceedings that maybe prosecuted against Wishopedia for any such reviews/statements posted by you on the Website.
4. By submitting ideas, comments, suggestions, documents, and/or proposals ("User Feedback") to Deliverychef.in through the website, you agree to grant Wishopedia permission to use or disclose (or choose not to use or disclose) without any restriction or limitation, any such User Feedback for any purpose, in any way, in any media worldwide.
5. In order to allow Wishopedia to use your User Feedback, you acknowledge and agree that: (a) Wishopedia is not under any obligation of confidentiality, express or implied, with respect to such User Feedback; (b) Wishopedia may have under consideration or in development something similar to such User Feedback already; and (c) you are not entitled to any compensation or reimbursement of any kind from Wishopedia under any circumstances for such User Feedback.

## **20. Privacy Policy**

1. Wishopedia has created this privacy policy to demonstrate its commitment to protecting the individual users' personally identifiable information collected by it at the time of use or received by it from the participating Restaurant/Outlet.
2. This information is used to process the orders placed with the participating food spots and is shared as needed to process the orders.
3. Wishopedia may use this information to communicate with users and to enhance their experience and particulars at our Website by showing the content that we think the user might be interested in.
4. Wishopedia may use the user's e-mail address to convey occasional newsletters/information's and updates regarding new participating merchants, special offers or features, product offers, discounts/schemes on our Website or services offered on our Website. When logged in, users have the ability to edit their "email notification" preferences in their account, or unsubscribe altogether. Alternatively, users may click the "unsubscribe" link contained in our email messages.
5. We also log and store users' IP addresses, cookie information and the information about the users' Website experience, preferences and the pages they request.

This Website may contain links to other Websites that are not owned or operated by us. Wishopedia shall not be liable or responsible for the privacy practices of such Websites, their owners or operators. You confirm and agree that your access to such links shall be entirely at your own risk and consequences.

6. Wishopedia reserves the right to modify, change or amend this privacy policy from time to time, with or without notices to you.
7. If you have any questions about this privacy policy, the practices of this Website, or your dealings with this Website, please contact us at Wishopedia Services Pvt. Ltd., 105, Dalamal Chambers, 29 New Maine Lines, Mumbai 400020 or [info@deliverychef.in](mailto:info@deliverychef.in)

- The Google Analytics features DeliveryChef.in has implemented based on Display Advertising (e.g., Remarketing or Google Display Network Impression Reporting).
- Visitors can opt-out of Google Analytics for Display Advertising and customize Google Display Network ads using the [Ads Settings](#).

We also encourage visitors to review [Google Analytics opt-out browser add-on](#).

1. DeliveryChef.in uses Remarketing with Google Analytics to advertise online.
2. Third-party vendors, including Google, show DeliveryChef.in ads on sites across the Internet.
3. DeliveryChef.in and third-party vendors, including Google, use first-party cookies (such as the Google Analytics cookie) and third-party cookies (such as the DoubleClick cookie) together to inform, optimize, and serve ads based on your past visits.
4. DeliveryChef.in and third-party vendors, including Google, use first-party cookies (such as the Google Analytics cookie) and third-party cookies (such as the DoubleClick cookie) together to report how your DeliveryChef.in impressions, other uses of ad services, and interactions with these ad impressions and ad services are related to visits to our site.

## **21. Electronic Consent**

1. You agree and confirm to abide by the terms and conditions of use of this Website and you shall affix your digital signature as acceptance of the terms and conditions of use by affirmatively "clicking" on boxes containing the words "I Accept," "I Agree" or other similar phrases (collectively, "Acceptance Terms"). If you "click" on the Acceptance Terms, your "click" will be deemed a legally binding electronic signature.
2. By electronically indicating your agreement to these Terms and conditions of use or accessing the Website or using any of the Content after you have had an opportunity to review these Terms and conditions of use, you acknowledge and agree: (i) that you and, where applicable, the company or organization on whose behalf we grant you access to the Website intend to form a legally binding contract between you and Wishopedia; (ii) that you have read and understood the

contents of and agree to the terms and conditions of Use; (iii) that you agree and intend that these Terms and conditions of use be the legal equivalent of signed, written contracts, and equally binding; (iv) that by electronically agreeing to these Terms and conditions of use, you acknowledge that you have received a copy of these Terms and conditions of use by your viewing a web page containing a hyperlink to the web page where these Terms and conditions of use are displayed or otherwise; and (v) that if you are executing these Terms and conditions of use on behalf of others, you hereby certify that you are an authorized representative, duly authorized, including where applicable, by all required corporate action to act on behalf of such others.

## **22. Miscellaneous**

1. These Terms and conditions of use represent the complete and exclusive agreement and understanding between you and Wishopedia regarding your rights to access the Website and to use the Content, and supersedes all agreements, writings, understandings which you may have with, and all representations (whether written or oral), regarding such subject matter.
2. Should any term or provision of these terms and conditions of Use be deemed or held to be invalid or unenforceable, the remaining terms and provisions will continue in full force and effect.
3. Wishopedia's failure to insist at any time upon strict compliance with any term of these Terms and conditions of use, or any delay or failure on our part to exercise any power or right given to us in these Terms and conditions of use, or a continued course of such conduct on our part shall at no time operate as a waiver of such power or right, nor will any single or partial exercise preclude any other future exercise.
4. All rights and remedies given to us in this Terms and conditions of use are cumulative and not exclusive of any other rights or remedies which we otherwise have at law, equity or under this Agreement.
5. The terms and conditions of Use will be binding upon you and your successors-in-title and assigns.

6. Any and all headings in the text of these Terms and conditions of use are solely for convenience or reference and do not constitute a part of these Terms and conditions of use, nor do they affect the meaning, construction or effect of these Terms and conditions of use.
7. The terms "including" and "includes" as used in these terms and conditions of Use are intended to identify some, but not all, examples relevant to the subject matter and, therefore, should be read as "including, but not limited to" or "includes, but not limited to."
8. Wishopedia may assign or delegate its rights, duties or obligations under these Terms and conditions of use without your prior consent. However, you shall not assign or transfer your membership or user id to a third party without the prior written consent of Wishopedia.
9. These Terms and conditions of use are in addition to, and do not nullify, any other agreement between you and Wishopedia governing the conduct of your relationship with us or any other applicable terms and conditions found on the Website.

## **23. Force Majeure**

Neither Wishopedia nor any of our affiliates are liable for losses caused directly or indirectly by any of our non-performance as a result of events beyond our control including natural disasters, acts of God, war, terrorism, actions or decrees of governmental bodies, exchange or market rulings, failure of communication lines or utility systems, equipment and systems failures, unauthorized access, and theft (each, a "**Force Majeure Event**"). All of our obligations with respect to the effected elements under these Terms and conditions of use will be suspended for the duration of such Force Majeure Event.

## **24. Governing Laws, Jurisdiction and Dispute Resolution**

### **1. Governing Laws**

This Agreement shall be governed by and construed in accordance with the laws of India

## 2. **Jurisdiction**

The competent Courts at Mumbai, India shall have the sole and exclusive Jurisdiction to try and entertain all the disputes arising between the parties hereunder.

## 3. **Dispute Resolution**

### 3.1 **Amicable Settlement of Disputes**

Any or all differences, disputes, non-compliance or non-payment arising out of these presents or interpretation thereof shall be firstly resolved amicably by the parties, within a period of 30 days from the date of receipt of notice by either Party from the other Party of any such dispute or difference.

### 3.2 **Arbitration**

3.2.1 In the event the Parties fail to amicably settle and resolve the dispute/s or differences/ that may have arisen between them within a period of 45 days from the date of reference, any and all such claims, disputes, questions, controversies, differences, non-payment or non-compliance involving any of the Parties in respect of or concerning or connected with these presents or its interpretation or implementation, or any clause or provision hereof, including related to the execution, validity, performance or breach or relating to the termination hereof (collectively referred to as "**Disputes**"), shall be referred to Arbitration in accordance with the terms of Article 24.3.2.2 below.

3.2.2 The arbitral tribunal shall constitute of the sole arbitrator appointed by Wishopedia. The Arbitration proceedings shall be commenced and prosecuted in accordance with the provisions of the Arbitration and Conciliation Act,1996 (**Arbitration Act**) and the rules made there under, as may be amended from time to time or its re-enactment in force. The Arbitral Tribunal shall be appointed in the manner provided in the Arbitration Act.

3.2.3 The place of arbitration and the seat of arbitral proceedings shall be at Mumbai, India. Any arbitral proceedings pursuant to any reference made under this Agreement shall be conducted in English language. The decision of the arbitral tribunal and any award given by the arbitral tribunal shall be final and binding upon the Parties.

## 25. **Continuance of Obligations**

Notwithstanding the existence of any disputes between the Parties which is referred to the process of amicable resolution or, arbitration as the case may be, the parties during the pendency of the process of amicable resolution or, arbitration as the case may be, shall respectively continue to act on matters under this Agreement which are not the subject matter of the dispute or difference as if no such dispute or difference had arisen.

## **26. DISCLAIMER**

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