

Use of the Blue Eats Platform

1. By downloading the Blue Eats™ App the Client agrees to the Terms of Use set out herein.
2. These terms of use (the “Terms of Use”) govern your use of our Blue Eats™ App” application for mobile and handheld devices (the “App”) and the website <https://eats.blue.tc> (the “Website”).
3. The App and the website are jointly referred to as the “Platform”.
4. 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 Blue Eats™ and you signify your acceptance to the Terms of Use and other Blue Eats™ policies (including but not limited to the Cancellation & Refund Policy, Privacy Policy and Take Down Policy) as published 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.
2. The Platform is operated and owned by Blue Eats™. For the purpose of these Terms of Use, wherever the context so requires, ”you” shall mean any natural or legal person who has agreed to become a buyer or customer on the Platform by providing Registration Data while registering on the Platform as a registered user using any computer systems. The terms “Blue Eats™”, “we”, “us” or “our” shall mean the Blue Eats Limited.
3. Blue Eats enables transactions between participant restaurants/Restaurants and buyers, dealing in prepared food and beverages (“Platform Services”). The buyers (“Buyer/s”) can choose and place orders (“Orders”) from variety of products listed and offered for sale by various neighbourhood Restaurants including but not limited to the restaurants and eateries (“Restaurant/s”), on the Platform and Blue Eats enables orders to be picked up or delivered. The Platform Services and Delivery Services are collectively referred to as “Services”.
4. **Blue Eats will make a 5% charge per transaction for the use of the App or Website when the order value is over \$100. Below \$100 the charge will be 7.5% of the total order value above \$50, and 10% if the total order value is below \$50.**
5. **AMENDMENTS**

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 Blue Eats policies at any time by publishing changes, and you shall be liable to update yourself of such changes, if any, by accessing the changes on the web site. You shall, at all times, be responsible for regularly reviewing the Terms of Use and the other Blue Eats policies and note the changes. Your continued usage of the services after any change is posted constitutes your acceptance of the amended Terms of Use and other Blue Eats policies. As long as you comply with these Terms of Use, Blue

Eats grants you a personal, non-exclusive, non-transferable, limited privilege to access, enter, and use of the service. By accepting these Terms of Use, you also accept and agree to be bound by the other terms and conditions and Blue Eats policies as may be posted on the Platform from time to time.

5. Use of Platform and Services

- a. All commercial/contractual terms are offered by and agreed to between Buyers and Restaurants 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. Blue Eats does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the Buyers and Restaurants. Blue Eats may, however, offer support services to Restaurants in respect to order fulfilment, payment collection, call centre, and other services, pursuant to independent contracts executed by it with the Restaurants.
- b. Blue Eats does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc.) of any of the Restaurants. You are advised to independently verify the bona fides of any particular Restaurant that you choose to deal with on the Platform and use your best judgment in that behalf. All Restaurant offers and third-party offers are subject to respective party terms and conditions. Blue Eats takes no responsibility for such offers.
- c. Blue Eats neither make any representation or warranty as to specifics (such as quality, value, saleability, etc.) of the products or services proposed to be sold or offered to be sold or purchased on the Platform nor does implicitly or explicitly support or endorse the sale or purchase of any products or services on the Platform. Blue Eats accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
- d. Blue Eats is not responsible for any non-performance or breach of any contract entered into between Buyers and Restaurants on the Platform. Blue Eats cannot and does not guarantee that the concerned Buyers and/or Restaurants will perform any transaction concluded on the Platform. Blue Eats is not responsible for unsatisfactory or non-performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.
- e. Blue Eats is operating an online marketplace and assumes the role of facilitator and does not at any point of time during any transaction between Buyer and Restaurant on the Platform come into or take possession of any of the products or services offered by Restaurant. At no time shall Blue Eats hold any right, title or interest

over the products, nor shall Blue Eats have any obligations or liabilities in respect of such contract entered into between Buyer and Restaurant.

- f. Blue Eats is only providing a platform for communication and it is agreed that the contract for sale of any of the products or services shall be a strictly bipartite contract between the Restaurant and the Buyer. In case of complaints from the Buyer pertaining to food efficacy, quality, or any other such issues, Blue Eats shall notify the same to Restaurant and shall also redirect the Buyer to the consumer call centre of the Restaurant. The Restaurant shall be liable for redressing Buyer complaints. In the event you raise any complaint on any Restaurant accessed using our Platform, we shall assist you to the best of our abilities by providing relevant information to you, such as details of the Restaurant and the specific Order to which the complaint relates, to enable satisfactory resolution of the complaint.
- g. Please note that there could be risks in dealing with underage persons or people acting under false pretence.

6. **Blue Eats™- Use of the Website and Apps (Android and iOS)**

You agree, undertake and confirm that your use of Platform shall be strictly governed by the following binding principles:

- a. **You shall not host, display, upload, download, modify, publish, transmit, update or share any information which:**
 - 1. belongs to another person and which you do not have any right to;
 - 2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, slanderous, criminally inciting or invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women"
 - 3. is misleading or misrepresentative in any way;
 - 4. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - 5. harasses or advocates harassment of another person;
 - 6. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";

7. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
8. infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];
9. promotes an illegal or unauthorized copy of another person's copyrighted work (see "copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
10. contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
11. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
12. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
13. contains video, photographs, or images of another person (with a minor or an adult);
14. tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
15. engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of products related to the Platform. Throughout these Terms of Use, Blue Eats™ prior written consent means a communication coming from Blue Eats™, specifically in response to your request, and expressly addressing and allowing the activity or conduct for which you seek authorization;
16. solicits gambling or engages in any gambling activity which is or could be construed as being illegal;

17. interferes with another user's use and enjoyment of the Platform or any third party's user and enjoyment of similar services;
 18. refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use;
 19. harm minors in any way;
 20. infringes any patent, trademark, copyright or other intellectual property rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
 21. violates any law for the time being in force;
 22. deceives or misleads the addressee/users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 23. impersonate another person;
 24. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
 25. threatens the unity, integrity, defence, security or sovereignty of TCI, friendly relations with foreign states, or public order or causes incitement to the commission of any criminal offence or prevents investigation of any offence or is insulting any other nation;
 26. is false, inaccurate or misleading;
 27. directly or indirectly, offers, attempts to offer, trades or attempts to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force; or
 28. creates liability for us or causes us to lose (in whole or in part) the services of our internet service provider or other suppliers.
- b. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or

any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. We reserve our right to prohibit any such activity. You shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, “password mining” or any other illegitimate means.

- c. You shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform, or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to Platform, or any other Buyer, including any account on the Platform not owned by you, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Platform.
- d. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about us or the brand name or domain name used by us including the name ‘Blue Eats’, or otherwise engage in any conduct or action that might tarnish the image or reputation, of Blue Eats or Restaurant on platform or otherwise tarnish or dilute any Blue Eats’ trade or service marks, trade name and/or goodwill associated with such trade or service marks, as may be owned or used by us. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or Blue Eats’ systems or networks, or any systems or networks connected to ‘Blue Eats’.
- e. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person’s use of the Platform.
- f. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Platform or any service offered on or through the Platform. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- g. You may not use the Platform or any content on the Platform for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity that infringes the rights of Blue Eats’ and/or others.

- h. You shall at all times ensure full compliance with the applicable provisions, as amended from time to time, of all applicable domestic laws, rules and regulations; and international laws, foreign exchange laws, statutes, ordinances and regulations (including, but not limited to, if any, sales tax/VAT, income tax, service tax, central excise, custom duty, local levies) regarding your use of our service and your listing, purchase, solicitation of offers to purchase, and sale of products or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.
- i. In order to allow us to use the information supplied by you, without violating your rights or any laws, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in your Information, in any media now known or not currently known, with respect to your Information. We will only use your information in accordance with these Terms of Use and Privacy Policy applicable to use of the Platform.
- j. From time to time, you shall be responsible for providing information relating to the products or services proposed to be sold by you. In this connection, you undertake that all such information shall be accurate in all respects. You shall not exaggerate or overemphasize the attributes of such products or services so as to mislead other users in any manner.
- k. You shall not engage in advertising to, or solicitation of, other users of the Platform to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Platform or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other users via the Platform. It shall be a violation of these Terms of Use to use any information obtained from the Platform in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than us without our prior explicit consent. In order to protect our users from such advertising or solicitation, we reserve the right to restrict the number of messages or emails which a user may send to other users in any 24-hour period which we deem appropriate in its sole discretion. You understand that we have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Platform) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and you hereby expressly authorize us to) disclose any information about you to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the

investigation and/or resolution of possible crimes, especially those that may involve personal injury.

- l. We reserve the right, but has no obligation, to monitor the materials posted on the Platform. Blue Eats shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE PLATFORM AND IN YOUR PRIVATE MESSAGES. Please be advised that such Content posted does not necessarily reflect Blue Eats views. In no event shall Blue Eats assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Platform. You hereby represent and warrant that you have all necessary rights in and to all Content which you provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.
- m. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Platform, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Platform.
- n. It is possible that other users (including unauthorized users or 'hackers') may post or transmit offensive or obscene materials on the Platform and that you may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about you due to your use of the Platform, and that the recipient may use such information to harass or injure you. We do not approve of such unauthorized uses, but by using the Platform You acknowledge and agree that we are not responsible for the use of any personal information that you publicly disclose or share with others on the Platform. Please carefully select the type of information that you publicly disclose or share with others on the Platform.
- o. Blue Eats shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services), hacking, pen testing attempts without our prior consent or a mutual legal agreement.

7. **Account Registration or use of the Platform**

- a. You may access the Platform by registering to create an account (“ Blue Eats Account”) and become a member (“ Membership”); or you can also register to join by logging into your account with certain third party social networking sites (“SNS”) (including, but not limited to, Facebook); each such account, a “ Third Party Account”, via our Platform, as described below. The Membership is limited for the purpose and are subject to the terms, and strictly not transferable. As part of the functionality of the Platform services, you may link your Blue Eats Account with Third Party Accounts, by either:
 1. providing your Third-Party Account login information to us through the Platform; or
 2. allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.
- b. You represent that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating us to pay any fees or making us subject to any usage limitations imposed by such third party service providers.
- c. By granting us access to any Third-Party Accounts, you understand that we will access, make available and store (if applicable) any content or information that you have provided to and stored in your Third Party Account (“SNS Content”) so that it is available on and through the Platform via your Blue Eats Account.
- d. Unless otherwise specified in these Terms of Use, all SNS Content, if any, will be considered to be your content for all purposes of these Terms of Use.
- e. Depending on the Third Party Accounts, you choose, and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts will be available on and through your Blue Eats Account on the Platform.
- f. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Platform.
- g. We will create your Blue Eats Account for your use of the Platform services based upon the personal information you provide to us or that we obtain via an SNS, as described above. You may only have one Blue Eats Account and not permitted to create multiple accounts. If found, that you have multiple accounts, Blue Eats

reserves right to suspend such multiple account without being liable for any compensation.

- h. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete.
- i. We reserve the right to suspend or terminate your Blue Eats Account and your access to the Services (i) if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete; (ii) if it is believed that your actions may cause legal liability for you, other users or us; and/or (iii) if you are found to be non-compliant with the Terms of Use.
- j. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Blue Eats Account, whether or not you have authorized such activities or actions. You will immediately notify us of any unauthorized use of your Blue Eats Account.
- k. Goods and services purchased from the Platform are intended for your personal use and you represent that the same are not for resale or you are not acting as an agent for other parties.

8. **Bookings and Financial Terms**

- a. The Platform allows you to place food order bookings and we will, subject to the terms and conditions set out herein, enable delivery of such order to you.
- b. Blue Eats do not own, sell, resell on its own and/or do not control the Restaurants or the related services provided in connection thereof. You understand that any order that you place shall be subject to the terms and conditions set out in these Terms of Use including, but not limited to, product availability and delivery location serviceability.
- c. As a general rule, all food orders placed on the Platform are treated as confirmed unless Restaurant immediately informs the Client that the order cannot, for whatever reason, be processed.
- d. However, upon your successful completion of booking an order, we may call you on the telephone or mobile number provided to confirm the details of the order, the price to be paid and the estimated delivery time. For this purpose, you will be required to share certain information with us, including but not limited to (i) your first and last name (ii) mobile number; and (iii) email address. It shall be your sole responsibility to bring any incorrect details to our attention.

- e. In addition to the foregoing, we may also contact you by phone and/or email to inform and confirm any change in the order, due to availability or unavailability or change in price of the order as informed by the Restaurant. Please note change or confirmation of the order shall be treated as final. It is clarified that Blue Eats reserves the right to not to process your order in the event you are unavailable on the phone at the time we call you for confirming the order and such event the provisions of the cancellation and refund policy below shall be applicable.
- f. All payments made against the purchases/services on the Platform by you shall be in USD. The Platform will not facilitate transactions with respect to any other form of currency with respect to the purchases made on Platform. You can pay by (i) credit card or debit card; (ii) any other approved payment method at the time of booking an order; or (iii) credit or debit card or if, (iv) by prior arrangement, cash at the time of pick up or delivery. You understand, accept and agree that the payment facility provided by Blue Eats is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment on delivery, collection and remittance facility for the transactions on the Platform using the existing authorized banking infrastructure and credit card payment gateway networks. Further, by providing payment facility, Blue Eats is neither acting as trustees nor acting in a fiduciary capacity with respect to the transaction or the transaction price.
- g. You acknowledge and agree that Blue Eats™ acts as the Restaurant's payment agent for the limited purpose of accepting payments from you on behalf of the Restaurant. Upon your payment of amounts to us, which are due to the Restaurant, your payment obligation to the Restaurant for such amounts is completed, and we are responsible for remitting such amounts, to the Restaurant. You shall not, under any circumstances whatsoever, make any payment directly to the Restaurant for Order bookings made using the Platform.
- h. You agree to pay us for the total amount for the order placed by you on the Platform, unless, by prior arrangement you are paying at pickup or on delivery by cash. We will collect the total amount in accordance with the terms and conditions of these Terms of Use and the pricing terms set forth in the applicable menu listing for the particular Restaurant. Please note that we cannot control any amount that may be charged to you by your bank related to our collection of the total amount, and we disclaim all liability in this regard.
- i. In connection with your order, you will be asked to provide customary billing information such as name, billing address and credit card information either to us or our third-party payment processor. You agree to pay us for the order placed by you on the Platform, in accordance with these Terms, using of the methods described under clause f. above. You hereby authorize the collection of such

amounts by charging the credit card provided as part of requesting the booking, either directly by us or indirectly, via a third-party online payment processor or by one of the payment methods described on the Platform. If you are directed to our third-party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the Platform services. Once your confirmed booking transaction is complete you will receive a confirmation email summarizing your confirmed booking.

- j. The final tax bill will be issued by the Restaurant to the Client purchaser along with the order and Blue Eats is merely collecting the payment on behalf of such Restaurant. All applicable taxes and levies, the rates thereof and the manner of applicability of such taxes on the bill are being charged and determined by the Restaurant. Blue Eats holds no responsibility for the legal correctness/validity of the levy of such taxes. The sole responsibility for any legal issue arising on the taxes shall reside with the Restaurant.
- k. The prices reflected on the Platform are determined solely by the Restaurant and are listed based on Restaurant's information. Very rarely, prices may change at the time of placing order due to Restaurant changing the menu price without due intimation and such change of price are at the sole discretion of the Restaurant attributing to various factors beyond control.

Disclaimer: Prices on any product(s) as is reflected on the Platform may, due to some technical issue, typographical error or product information supplied by Restaurant be incorrectly reflected and in such an event Restaurant may cancel such your order(s).

- 9. The Restaurant shall be solely responsible for any warrantee/guarantee of the food products sold to the Buyers and in no event shall be the responsibility of Blue Eats.
- 10. The transaction is bilateral between the Restaurant and Buyer and therefore, Blue Eats is not liable to charge or deposit any taxes applicable on such transaction.

Cancellations and Refunds

11. Cancellation

- a. As a general rule you shall not be entitled to cancel your order once you have received confirmation of the same. If you cancel your order after it has been confirmed, Blue Eats shall have a right to charge you a cancellation fee of a minimum \$25.00 up to the order value, with a right to either not to refund the order value or recover from your subsequent order, the complete/deficit cancellation fee, as applicable, to compensate our restaurant and delivery partners. Blue Eats shall also have right to charge you cancellation fee for the orders cancelled by Blue Eats

for the reasons specified under clause c. of this cancellation and refunds policy. In case of cancellations for the reasons attributable to Blue Eats or its restaurant and delivery partners, Blue Eats will not charge you any cancellation fee.

- b. However, in the unlikely event of an item on your order being unavailable, we will contact you on the phone number provided to us at the time of placing the order and inform you of such unavailability. In such an event you will be entitled to cancel the entire order and shall be entitled to a refund in accordance with our refund policy. We reserve the sole right to cancel your order in the following circumstance:
 1. in the event of the designated address falls outside the delivery zone offered by us;
 2. failure to contact you by phone or email at the time of confirming the order booking;
 3. failure to deliver your order due to lack of information, direction or authorization from you at the time of delivery; or
 4. unavailability of all the items ordered by you at the time of booking the order; or
 5. unavailability of all the items ordered by you at the time of booking the order.

12. Refunds

- a. You shall be entitled to a refund only if you pre-pay for your order at the time of placing your order on the Platform and only in the event of any of the following circumstances:
 1. your order packaging has been tampered or damaged at the time of delivery (provided that at the time of preparation the Restaurant has ensured that there is some means of proving the state of the delivery of the items ordered;
 2. us cancelling your order due to (A) your delivery location following outside designated delivery zones; (B) failure to contact you by phone or email at the time of confirming the order booking; or (C) failure to contact you by phone or email at the time of confirming the order booking; or
 3. you cancel the order at the time of confirmation due to unavailability of the items you ordered for at the time of booking.
 4. Our decision on refunds shall be at our sole discretion and shall be final and binding.

- b. All refund amounts shall be credited to your account within 5-7 business days in accordance with the terms that may be stipulated by the bank which has issued the credit / debit card.
- c. In case of payment at the time of delivery, you will not be required to pay for:
 - 1. orders where the packaging has been tampered or damaged by us;
 - 2. wrong order being delivered; or
 - 3. items missing from your order at the time of delivery, which is agreed and confirmed by the Restaurant.

13. Terms of service

- a. You agree and acknowledge that we shall not be responsible for:
 - 1. The services or goods provided by the Restaurant including, but not limited, serving of food orders suiting your requirements and needs;
 - 2. The Restaurant's services or goods not being up to your expectations or leading to any loss, harm or damage to you;
 - 3. The availability or unavailability of certain items on the menu; or
 - 4. The Restaurant serving the incorrect orders.
- b. The details of the menu and price list available on the Platform are based on the information provided by the Restaurants and we shall not be responsible for any change or cancellation or unavailability.
- c. You may not be able to avail our Services if your delivery location is outside our current scope of Service. We will keep you informed of the same at the time of confirming your order booking.
- d. You understand that delivery periods quoted to you at the time of confirming the order is an approximate estimate and may vary. We will not be responsible for any delay in the delivery of your order.
- e. Your order will be only delivered to the address designated by you at the time of placing the order on the Platform. We reserve the right to cancel the order, in our sole discretion, in the event of any change to the place of delivery and you shall not be entitled to any refund for the same. Delivery in the event of change of the delivery location shall be at our sole discretion.
- f. You shall undertake to provide adequate directions, information and authorisations to accept delivery. In the event of any failure to accept delivery, failure to deliver within the estimated time due to your failure to provide appropriate instructions, or authorizations, then such goods shall be deemed to have been delivered to you and

all risk and responsibility in relation to such goods shall pass to you and you shall not be entitled to any refund for the same. Our decision in relation to this shall be final and binding.

- g. You understand that our liability ends once your order has been delivered to you.
- h. *Services provided:*
 - 1. You confirm that we shall not be responsible for any deficiency in payment of consideration payable towards the goods purchased from the Service.
 - 2. Each purchase on the Service shall contain necessary instructions to redeem the Services. The terms of the Services shall be governed by these Terms of Use and any other terms as set out in such document confirm such sale of Service. You shall not be entitled to receive any credit, refund or cash back for the value of the goods sold if you fail to redeem the goods within the expiry date or in accordance with the terms therein.
 - 3. You agree and acknowledge that neither us nor the Restaurant shall be liable in the event of you failing to adhere to the Terms of Use.
 - 4. You might be required to provide your credit or debit card details to the approved payment gateways while making the payment. In this regard, you agree to provide correct and accurate credit/debit card details to the approved payment gateways for availing the Services. You shall not use the credit/debit card, which is not lawfully owned by you, i.e. in any transaction, you must use your own credit/debit card. The information provided by you will not be utilized or shared with any third party unless required in relation to fraud verifications or by law, regulation or court order. You will be solely responsible for the security and confidentiality of your credit/debit card details. **We expressly disclaim all liabilities that may arise as a consequence of any unauthorized use of your credit/debit card.**
- i. We do not offer any refunds against goods already purchased from the Platform unless an error that is directly attributable to us has occurred during the purchase of such product or services.
- j. We constantly strive to provide you with accurate information on the Platform. However, in the event of an error, we may, in our sole discretion, contact you with further instructions.
- k. If you use the Platform, you do the same at your own risk.
- l. You agree that the Services shall be provided by us only during the working hours of the relevant Restaurants.

- m. By using the Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members 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 us with respect to such actions or omissions.

14. General terms of use

- a. Persons who are “incompetent to contract”, including minors, un-discharged bankrupts etc. are not eligible to use the Platform. Only individuals who are 18 years of age or older may use the Platform and avail Services. If you are under 18 years of age and you wish to download, install, access or use the Platform, your parents or legal guardian must acknowledge and agree to the Terms of Use and Privacy Policy. Should your parents or legal guardian fail to agree or acknowledge the Terms of Use and Blue Eats policies, you shall immediately discontinue its use. Blue Eats reserves the right to terminate your Membership and/or deny access to the platform if it is brought Blue Eats notice that you are under the age of 18 years.
- b. If you choose to use the Platform, it shall be your responsibility to treat your user identification code, password and any other piece of information that we may provide, as part of our security procedures, as confidential and not disclose the same to any person or entity other than us. We shall at times and at our sole discretion reserve the right to disable any user identification code or password if you have failed to comply with any of the provisions of these Terms of Use.
- c. You shall at all times be responsible for the use of the Services through your computer or mobile device and for bringing these Terms of Use and Blue Eats policies to the attention of all such persons accessing the Platform on your computer or mobile device.
- d. You understand and agree that the use of the Services does not include the provision of a computer or mobile device or other necessary equipment to access it. You also understand and acknowledge that the use of the Platform requires internet connectivity and telecommunication links. You shall bear the costs incurred to access and use the Platform and avail the Services, and we shall not, under any circumstances whatsoever, be responsible or liable for such costs.
- e. You agree and grant permission to Blue Eats to receive promotional SMS and e-mails from Blue Eats or allied partners. In case you wish to opt out of receiving promotional SMS or email please send a mail to contact@eats.blue.tc.
- f. By using the Platform you represent and warrant that:
 - 1. All registration information you submit is truthful, lawful and accurate and that you agree to maintain the accuracy of such information.

2. Your use of the Platform shall be solely for your personal use and you shall not authorize others to use your account, including your profile or email address and that you are solely responsible for all content published or displayed through your account, including any email messages, and your interactions with other users and you shall abide by all applicable national and foreign laws, treaties and regulations, including those related to data privacy, international communications and the transmission of technical or personal data.
3. You will not submit, post, upload, distribute, or otherwise make available or transmit any content that: (a) is defamatory, abusive, harassing, insulting, threatening, or that could be deemed to be stalking or constitute an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; (d) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them.
4. All necessary licenses, consents, permissions and rights are owned by you and there is no need for any payment or permission or authorization required from any other party or entity to use, distribute or otherwise exploit in all manners permitted by these Terms of Use and Privacy Policy, all trademarks, copyrights, patents, trade secrets, privacy and publicity rights and / or other proprietary rights contained in any content that you submit, post, upload, distribute or otherwise transmit or make available.
5. You will not (a) use any services provided by the Platform for commercial purposes of any kind, or (b) advertise or sell any products, services or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use any public forum for commercial purposes of any kind. In the event you want to advertise your product or service contact: contact@eats.blue.tc.
6. You will not use the Platform in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion.
7. You will not post, submit, upload, distribute, or otherwise transmit or make available any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage the Platform or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the Platform.
8. You will not use another person's username, password or other account information, or another person's name, likeness, voice, image or

photograph or impersonate any person or entity or misrepresent your identity or affiliation with any person or entity.

9. You will not engage in any form of antisocial, disrupting, or destructive acts, including “flaming,” “spamming,” “flooding,” “trolling,” and “griefing” as those terms are commonly understood and used on the Internet.
10. You will not delete or modify any content of the Platform, including but not limited to, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that you do not own or have express permission to modify.
11. You will not post or contribute any information or data that may be obscene, indecent, pornographic, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, embarrassing, malicious, abusive, hateful, menacing, defamatory, untrue or political or contrary to our interest.
12. You shall not access the Platform without authority or use the Platform in a manner that damages, interferes or disrupts:
 1. any part of the Platform or the Platform software; or
 2. any equipment or any network on which the Platform is stored or any equipment of any third party.
13. You release and fully indemnify Blue Eats and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Platform and specifically waive any claims that you may have in this behalf under any applicable laws of Turks & Caicos Islands. Notwithstanding its reasonable efforts in that behalf, Blue Eats cannot take responsibility or control the information provided by other Users which is made available on the Platform. You may find other User’s information to be offensive, harmful, inconsistent, inaccurate, or deceptive. Please use caution and practice safe trading when using the Platform.

15. Access to the Platform, Accuracy and security

- a. We endeavour to make the Platform available to during Restaurant working hours. However, we do not represent that access to the Platform will be uninterrupted, timely, error free, free of viruses or other harmful components or that such defects will be corrected.
- b. We do not warrant that the Platform will be compatible with all hardware and software which you may use. We shall not be liable for damage to, or viruses or

other code that may affect, any equipment (including but not limited to your mobile device), software, data or other property as a result of your download, installation, access to or use of the Platform or your obtaining any material from, or as a result of using, the Platform. We shall also not be liable for the actions of third parties.

- c. We do not represent or warranty that the information available on the Platform will be correct, accurate or otherwise reliable.
- d. We reserve the right to suspend or withdraw access to the Platform to you personally, or to all users temporarily or permanently at any time without notice. We may any time at our sole discretion reinstate suspended users. A suspended User may not register or attempt to register with us or use the Platform in any manner whatsoever until such time that such user is reinstated by us.

16. Relationship with operators if the Platform is accessed on mobile devices

- a. In the event the Platform is accessed on a mobile device, it is not associated, affiliated, sponsored, endorsed or in any way linked to any platform operator, including, without limitation, Apple, Google, Android or RIM Blackberry (each being an “Operator”).
 - 1. Your download, installation, access to or use of the Platform is also bound by the terms and conditions of the Operator.
 - 2. You and we acknowledge that these Terms of Use are concluded between you and us only, and not with an Operator, and we, not those Operators, are solely responsible for the Platform and the content thereof to the extent specified in these Terms of Use.
- b. The license granted to you for the Platform is limited to a non-transferable license to use the Platform on a mobile device that you own or control and as permitted by these Terms of Use.
- c. We are solely responsible for providing any maintenance and support services with respect to the Platform as required under applicable law. You and we acknowledge that an Operator has no obligation whatsoever to furnish any maintenance and support services with respect to the Platform.
- d. You and we acknowledge that we, not the relevant Operator, are responsible for addressing any claims of you or any third party relating to the Platform or your possession and/or use of the Platform, including, but not limited to: (i) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (ii) claims arising under consumer protection or similar legislation.
- e. You and we acknowledge that, in the event of any third party claim that the Platform or your possession and use of the Platform infringes that third party’s intellectual

property rights, we, not the relevant Operator, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

- f. You must comply with any applicable third-party terms of agreement when using the Platform (e.g. you must ensure that your use of the Platform is not in violation of your mobile device agreement or any wireless data service agreement).
- g. You and we acknowledge and agree that the relevant Operator, and that Operator's subsidiaries, are third party beneficiaries of these Terms of Use, and that, upon your acceptance of these Terms of Use, that Operator will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

17. **Disclaimers**

- a. THE PLATFORM MAY BE UNDER CONSTANT UPGRADES, AND SOME FUNCTIONS AND FEATURES MAY NOT BE FULLY OPERATIONAL.
- b. DUE TO THE VAGARIES THAT CAN OCCUR IN THE ELECTRONIC DISTRIBUTION OF INFORMATION AND DUE TO THE LIMITATIONS INHERENT IN PROVIDING INFORMATION OBTAINED FROM MULTIPLE SOURCES, THERE MAY BE DELAYS, OMISSIONS, OR INACCURACIES IN THE CONTENT PROVIDED ON THE PLATFORM OR DELAY OR ERRORS IN FUNCTIONALITY OF THE PLATFORM. AS A RESULT, WE DO NOT REPRESENT THAT THE INFORMATION POSTED IS CORRECT IN EVERY CASE.
- c. WE EXPRESSLY DISCLAIM ALL LIABILITIES THAT MAY ARISE AS A CONSEQUENCE OF ANY UNAUTHORIZED USE OF CREDIT/ DEBIT CARDS.
- d. YOU ACKNOWLEDGE THAT THIRD PARTY SERVICES ARE AVAILABLE ON THE PLATFORM. WE MAY HAVE FORMED PARTNERSHIPS OR ALLIANCES WITH SOME OF THESE THIRD PARTIES FROM TIME TO TIME IN ORDER TO FACILITATE THE PROVISION OF CERTAIN SERVICES TO YOU. HOWEVER, YOU ACKNOWLEDGE AND AGREE THAT AT NO TIME ARE WE MAKING ANY REPRESENTATION OR WARRANTY REGARDING ANY THIRD PARTY'S SERVICES NOR WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENCES OR CLAIMS ARISING FROM OR IN CONNECTION WITH SUCH THIRD PARTY INCLUDING, AND NOT LIMITED TO, ANY LIABILITY OR RESPONSIBILITY FOR, DEATH, INJURY OR IMPAIRMENT EXPERIENCED BY YOU OR ANY THIRD PARTY. YOU HEREBY DISCLAIM AND WAIVE ANY RIGHTS AND

CLAIMS YOU MAY HAVE AGAINST US WITH RESPECT TO THIRD PARTY'S / RESTAURANTS SERVICES.

- e. BLUE EATS DISCLAIMS AND ALL LIABILITY THAT MAY ARISE DUE TO ANY VIOLATION OF ANY FOOD SAFETY AND STANDARDS ORDINANCES AND ANY APPLICABLE RULES AND REGULATIONS MADE THEREUNDER AND SUCH LIABILITY SHALL BE ATTRIBUTABLE TO THE RESTAURANT.
- f. WHILE THE MATERIALS PROVIDED ON THE PLATFORM WERE PREPARED TO PROVIDE ACCURATE INFORMATION REGARDING THE SUBJECT DISCUSSED, THE INFORMATION CONTAINED IN THESE MATERIALS IS BEING MADE AVAILABLE WITH THE UNDERSTANDING THAT WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO PROFESSIONAL QUALIFICATIONS, EXPERTISE, QUALITY OF WORK OR OTHER INFORMATION HEREIN. FURTHER, WE DO NOT, IN ANY WAY, ENDORSE ANY SERVICE OFFERED OR DESCRIBED HEREIN. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON SUCH INFORMATION.
- g. THE INFORMATION PROVIDED HEREUNDER IS PROVIDED "AS IS". WE AND/OR OUR EMPLOYEES MAKE NO WARRANTY OR REPRESENTATION REGARDING THE TIMELINESS, CONTENT, SEQUENCE, ACCURACY, EFFECTIVENESS OR COMPLETENESS OF ANY INFORMATION OR DATA FURNISHED HEREUNDER OR THAT THE INFORMATION OR DATA PROVIDED HEREUNDER MAY BE RELIED UPON. MULTIPLE RESPONSES MAY USUALLY BE MADE AVAILABLE FROM DIFFERENT SOURCES AND IT IS LEFT TO THE JUDGMENT OF USERS BASED ON THEIR SPECIFIC CIRCUMSTANCES TO USE, ADAPT, MODIFY OR ALTER SUGGESTIONS OR USE THEM IN CONJUNCTION WITH ANY OTHER SOURCES THEY MAY HAVE, THEREBY ABSOLVING US AS WELL AS OUR CONSULTANTS, BUSINESS ASSOCIATES, AFFILIATES, BUSINESS PARTNERS AND EMPLOYEES FROM ANY KIND OF PROFESSIONAL LIABILITY.
- h. WE SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES OR INJURY ARISING OUT OF OR RELATING TO THE INFORMATION PROVIDED ON THE PLATFORM. IN NO EVENT WILL WE OR OUR EMPLOYEES, AFFILIATES, AUTHORS OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DECISION MADE

OR ACTION TAKEN BY YOUR RELIANCE ON THE CONTENT CONTAINED HEREIN.

- i. IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, DAMAGES ARISING FROM PERSONAL INJURY/WRONGFUL DEATH, AND DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION), RESULTING FROM ANY SERVICES PROVIDED BY ANY THIRD PARTY OR RESTAURANT ACCESSED THROUGH THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. Intellectual property

- a. We are either the owner of intellectual property rights or have the non-exclusive, worldwide, perpetual, irrevocable, royalty free, sub-licensable (through multiple tiers) right to exercise the intellectual property, in the Platform, and in the material published on it.
- b. You may print off one copy, and may download extracts, of any page(s) from the Platform for your personal reference and you may draw the attention of others within your organisation to material available on the Platform.
- c. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- d. You must not use any part of the materials on the Platform for commercial purposes without obtaining an agreement in writing from Blue Eats™.

Extent and place for resolution of disputes

19. This Agreement incorporates all the terms under which Blue Eats™ is entering into this hosting agreement for the supply of services to clients. No other terms are included beyond those which are set out herein. Any dispute under the Agreement will be resolved before the courts of the Turks & Caicos Islands subject to whose laws the Agreement is to be interpreted.
20. If any part of the Agreement is held not to be valid that will not affect the validity of the remaining parts which will remain valid subject to any impact of any part held not to be valid.