

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of [www.happygiffy.com](http://www.happygiffy.com) website and HappyGiffy application for gifting purpose.

## Terms Of Use

- i. These terms of use (the "Terms of Use") govern your use of our website [www.happygiffy.com](http://www.happygiffy.com) (the "Website") and our "HappyGiffy" application for mobile and handheld devices (the "App"). The Website and the App are jointly referred to as the "Platform". Please read these Terms of Use carefully before you use the services. If you do not agree to these Terms of Use, you may not use the services on the Platform, and we request you to uninstall the App. By installing, downloading or even merely using the Platform, you shall be contracting with HappyGiffy and you signify your acceptance to the Terms of Use and other HappyGiffy policies (including but not limited to the Cancellation & Refund Policy, Privacy Policy and Take Down Policy) as posted on the Platform from time to time, which takes effect on the date on which you download, install or use the Services, and create a legally binding arrangement to abide by the same.
- ii. The Platform is operated and owned by Digital Today Tech solutions LLP, a company incorporated under the Companies Act, 1956 and having its registered office at H.NO.5-3-63/2/301, SRI RAMA HOMES, BJP OFFICE ROAD, KUKATPALLY, HYDERABAD - 500072. 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 "HappyGiffy", "we", "us" or "our" shall mean Digital Today Tech Solutions LLP.
- iii. HappyGiffy enables transactions between participant /merchants 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 neighborhood merchants including but not limited to the restaurants and eateries ("Merchant/s"), on the Platform and HappyGiffy enables delivery of such orders at select localities of serviceable cities across India ("Delivery Services"). The Platform Services and Delivery Services are collectively referred to as "Services".

#### iv. **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 HappyGiffy policies at any time by posting changes on the Platform, and you shall be liable to update yourself of such changes, if any, by accessing the changes on the Platform. You shall, at all times, be responsible for regularly reviewing the Terms of Use and the other HappyGiffy policies and note the changes made on the Platform. Your continued usage of the services after any change is posted constitutes your acceptance of the amended Terms of Use and other HappyGiffy policies. As long as you comply with these Terms of Use, HappyGiffy grants you a personal, non-exclusive, non-transferable, limited privilege to access, enter, and use the Platform. By accepting these Terms of Use, you also accept and agree to be bound by the other terms and conditions and HappyGiffy policies (including but not limited to Cancellation & Refund Policy, Privacy Policy and Notice and Take Down Policy) as may be posted on the Platform from time to time.

#### v. **Use of Platform and Services**

1. All commercial/contractual terms are offered by and agreed to between Buyers and Merchants 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. HappyGiffy 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 Merchants. HappyGiffy may, however, offer support services to Merchants in respect to order fulfillment, payment collection, call center, and other services, pursuant to independent contracts executed by it with the Merchants.
2. HappyGiffy does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc.) of any of the Merchants. You are advised to independently verify the bona-fides of any particular Merchant that you choose to deal with on the Platform and use your best judgment in that behalf. All Merchant offers and third party offers are subject to respective party terms and conditions. HappyGiffy takes no responsibility for such offers.
3. HappyGiffy 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. HappyGiffy accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
4. HappyGiffy is not responsible for any non-performance or breach of any contract entered into

between Buyers and Merchants on the Platform. HappyGiffy cannot and does not guarantee that the concerned Buyers and/or Merchants will perform any transaction concluded on the Platform. HappyGiffy 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.

5. HappyGiffy 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 Merchant on the Platform come into or take possession of any of the products or services offered by Merchant. At no time shall HappyGiffy hold any right, title or interest over the products nor shall HappyGiffy have any obligations or liabilities in respect of such contract entered into between Buyer and Merchant.
6. HappyGiffy 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 Merchant and the Buyer. In case of complaints from the Buyer pertaining to food efficacy, quality, or any other such issues, HappyGiffy shall notify the same to Merchant and shall also redirect the Buyer to the consumer call center of the Merchant. The Merchant shall be liable for redressing Buyer complaints. In the event you raise any complaint on any Merchant 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 Merchant and the specific Order to which the complaint relates, to enable satisfactory resolution of the complaint.
7. Please note that there could be risks in dealing with underage persons or people acting under false pretense.

## 8. HappyGiffy – 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:

- i. You shall not host, display, upload, download, modify, publish, transmit, update or share any information which:
  - a) Belongs to another person and which you do not have any right to;
  - b) 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" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
  - c) Is misleading or misrepresentative in any way;
  - d) 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;

- e) harasses or advocates harassment of another person;
- f) involves the transmission of “junk mail”, “chain letters”, or unsolicited mass mailing or “spamming”;
- g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- h) 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];
- i) 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;
- j) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
- k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- l) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses;
- m) contains video, photographs, or images of another person (with a minor or an adult);
- n) 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;
- o) 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, HappyGiffy’s prior written consent means a communication coming from HappyGiffy’s Legal Department, specifically in response to your request, and expressly addressing and allowing the activity or conduct for which you seek authorization;
- p) solicits gambling or engages in any gambling activity which is or could be construed as being illegal;

- q) interferes with another user's use and enjoyment of the Platform or any third party's user and enjoyment of similar services;
- r) 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;
- s) harm minors in any way;
- t) 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;
- u) violates any law for the time being in force;
- v) deceives or misleads the addressee/users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- w) impersonate another person;
- x) 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, cancel bots, 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;
- y) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any criminal offense or prevents investigation of any offense or is insulting any other nation;
- z) is false, inaccurate or misleading;
- aa) 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
- bb) creates liability for us or causes us to lose (in whole or in part) the services of our internet service provider or other suppliers.
- ii. 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.

- iii. 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.
- iv. 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.
- v. 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 'HappyGiffy', or otherwise engage in any conduct or action that might tarnish the image or reputation, of HappyGiffy or Merchant on platform or otherwise tarnish or dilute any HappyGiffy's 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 HappyGiffy's systems or networks, or any systems or networks connected to HappyGiffy.
- vi. 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.
- vii. 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.
- viii. 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 HappyGiffy and/or others.
- ix. You shall at all times ensure full compliance with the applicable provisions, as amended from time to time, of (a) the Information Technology Act, 2000 and the rules there under; (b) all applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or regulations in force); and (c) international laws, foreign exchange laws, statutes, ordinances and regulations (including, but not limited to sales tax/VAT, income tax, octroi, 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.

- x. 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.
- xi. 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.
- xii. 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.
- xiii. We reserve the right, but has no obligation, to monitor the materials posted on the Platform. HappyGiffy 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 HappyGiffy views. In no event shall HappyGiffy 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 libelous, tortious, or otherwise unlawful information.

- xiv. 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.
- xv. 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.
- xvi. HappyGiffy 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.

#### **vi. Account Registration or use of the Platform**

1. You may access the Platform by registering to create an account ("**HappyGiffy Account**") and become a member ("**Membership**"); or (c) 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 HappyGiffy Account with Third Party Accounts, by either:
  - i. providing your Third Party Account login information to us through the Platform; or
  - ii. 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.
2. 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.

3. 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 HappyGiffy Account.
4. 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.
5. 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 HappyGiffy Account on the Platform.
6. 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.
7. We will create your HappyGiffy 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 HappyGiffy Account and not permitted to create multiple accounts. If found, you having multiple accounts, HappyGiffy reserves right to suspend such multiple account without being liable for any compensation.
8. 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.
9. We reserve the right to suspend or terminate your HappyGiffy 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.
10. 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 HappyGiffy Account, whether or not you have authorized such activities or actions. You will immediately notify us of any unauthorized use of your HappyGiffy Account.
11. 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.

vii. **Bookings and Financial Terms**

1. 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.

2. HappyGiffy do not own, sell, resell on its own and/or do not control the Merchants 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.
3. As a general rule, all food orders placed on the Platform are treated as confirmed.
4. 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.
5. 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 Merchant. Please note change or confirmation of the order shall be treated as final. It is clarified that HappyGiffy 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.
6. All payments made against the purchases/services on the Platform by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. 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 or net banking; (ii) any other RBI approved payment method at the time of booking an order; or (iii) credit or debit card or cash at the time of delivery. You understand, accept and agree that the payment facility provided by HappyGiffy 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, HappyGiffy is neither acting as trustees nor acting in a fiduciary capacity with respect to the transaction or the transaction price.
7. You acknowledge and agree that we act as the Merchant's payment agent for the limited purpose of accepting payments from you on behalf of the Merchant. Upon your payment of amounts to us, which are due to the Merchant, your payment obligation to the Merchant for such amounts is completed, and we are responsible for remitting such amounts, to the Merchant. You shall not, under any circumstances whatsoever, make any payment directly to the Merchant for Order bookings made using the Platform.
8. You agree to pay us for the total amount for the order placed by you on the Platform. 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 Merchant. 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.

9. 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 VII (6) 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.
10. The final tax bill will be issued by the Merchant to the Buyer along with the order and HappyGiffy is merely collecting the payment on behalf of such Merchant. 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 Merchant. HappyGiffy 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 Merchant.
11. The prices reflected on the Platform are determined solely by the Merchant and are listed based on Merchant's information. Very rarely, prices may change at the time of placing order due to Merchant changing the menu price without due intimation and such change of price are at the sole discretion of the Merchant 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 Merchant be incorrectly reflected and in such an event Merchant may cancel such your order(s).
12. The Merchant shall be solely responsible for any warranted/guarantee of the food products sold to the Buyers and in no event shall be the responsibility of HappyGiffy.
13. The transaction is bilateral between the Merchant and Buyer and therefore, HappyGiffy is not liable to charge or deposit any taxes applicable on such transaction.

#### **viii. Cancellations and Refunds**

##### **1. Cancellation**

- i. 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, HappyGiffy shall have a right to charge you cancellation fee of a minimum INR 75 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. HappyGiffy shall also have right to charge you cancellation fee for the orders canceled by HappyGiffy for the reasons specified under clause 1(iii) of this cancellation and refunds policy. In case of cancellations for the reasons attributable to HappyGiffy or its restaurant and delivery partners, HappyGiffy shall not charge you any cancellation fee.

ii. 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.

iii. We reserve the sole right to cancel your order in the following circumstance:

- a) in the event of the designated address falls outside the delivery zone offered by us;
- b) failure to contact you by phone or email at the time of confirming the order booking;
- c) failure to deliver your order due to lack of information, direction or authorization from you at the time of delivery; or
- d) unavailability of all the items ordered by you at the time of booking the order; or
- e) unavailability of all the items ordered by you at the time of booking the order; or

## 2. Refunds

i. 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:

- a) your order packaging has been tampered or damaged at the time of delivery;
- b) us canceling your order due to (A) your delivery location following outside our 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
- c) you canceling the order at the time of confirmation due to unavailability of the items you ordered for at the time of booking.

ii. Our decision on refunds shall be at our sole discretion and shall be final and binding.

iii. All refund amounts shall be credited to your account within 3-4 business days in accordance with the terms that may be stipulated by the bank which has issued the credit / debit card.

3. In case of payment at the time of delivery, you will not be required to pay for:

- i. orders where the packaging has been tampered or damaged by us;
- ii. wrong order being delivered; or
- iii. items missing from your order at the time of delivery.

ix. **Terms of service**

1. You agree and acknowledge that we shall not be responsible for:

- i. The services or goods provided by the Merchant including, but not limited, serving of food orders suiting your requirements and needs;
- ii. The Merchant's services or goods not being up to your expectations or leading to any loss, harm or damage to you;
- iii. The availability or unavailability of certain items on the menu; or
- iv. The Merchant serving the incorrect orders.

2. The details of the menu and price list available on the Platform are based on the information provided by the Merchants and we shall not be responsible for any change or cancellation or unavailability.

3. 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.

4. 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.

5. 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.

6. You shall undertake to provide adequate directions, information and authorizations 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.

7. You understand that our liability ends once your order has been delivered to you.

## 8. **Services provided:**

- i. You confirm that we shall not be responsible for any deficiency in payment of consideration payable towards the goods purchased from the Services.
  - ii. 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.
  - iii. You agree and acknowledge that neither us nor the Merchant shall be liable in the event of you failing to adhere to the Terms of Use.
  - iv. 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.
9. 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.
10. 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.
11. If you use the Platform, you do the same at your own risk.
12. You agree that the Services shall be provided by us only during the working hours of the relevant Merchants.

x. **No Endorsement**

1. We do not endorse any Merchant. In addition, although these Terms of Use require you to provide accurate information, we do not attempt to confirm, and do not confirm if it is purported identity. We will not be responsible for any damage or harm resulting from your interactions with other Members.
2. 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.

xi. **General terms of use**

1. Persons who are “incompetent to contract” within the meaning of the Indian Contract Act, 1872 including minors, UN-discharged insolvents 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 HappyGiffy policies, you shall immediately discontinue its use. HappyGiffy reserves the right to terminate your Membership and / or deny access to the platform if it is brought HappyGiffy notice that you are under the age of 18 years.
2. 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.
3. As we are providing services in the select cities in India, we have complied with applicable laws of India in making the Platform and its content available to you. In the event the Platform is accessed from outside India or outside our delivery zones, it shall be entirely at your risk. We make no representation that the Platform and its contents are available or otherwise suitable for use outside select cities. If you choose to access or use the Platform from or in locations outside select cities, you do so on your own and shall be responsible for the consequences and ensuring compliance of applicable laws, regulations, bylaws, licenses, registrations, permits, authorizations, rules and guidelines.
4. 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 HappyGiffy policies to the attention of all such persons accessing the Platform on your computer or mobile device.

5. 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.
6. You agree and grant permission to HappyGiffy to receive promotional SMS and e-mails from HappyGiffy or allied partners. In case you wish to opt out of receiving promotional SMS or email please send a mail to [info@happygiffy.com](mailto:info@happygiffy.com).
7. By using the Platform you represent and warrant that:
  - i. All registration information you submit is truthful, lawful and accurate and that you agree to maintain the accuracy of such information.
  - ii. 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 local, state, national and foreign laws, treaties and regulations, including those related to data privacy, international communications and the transmission of technical or personal data.
  - iii. 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.
  - iv. 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.
  - v. 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 [info@HappyGiffy.com](mailto:info@HappyGiffy.com).



- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.
- x. 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.
- xi. 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.
- xii. You shall not access the Platform without authority or use the Platform in a manner that damages, interferes or disrupts:
  - a) any part of the Platform or the Platform software; or
  - b) any equipment or any network on which the Platform is stored or any equipment of any third party
- 8. You release and fully indemnify HappyGiffy 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 India. Notwithstanding its reasonable efforts in that behalf, HappyGiffy 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.

**xii. Access to the Platform, Accuracy and security**

- 1. We endeavor to make the Platform available to during Merchant 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.

2. 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.
3. We do not represent or warranty that the information available on the Platform will be correct, accurate or otherwise reliable.
4. 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.

### **xiii. Relationship with operators if the Platform is accessed on mobile devices**

1. 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").
2. Your download, installation, access to or use of the Platform is also bound by the terms and conditions of the Operator.
3. 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.
4. 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.
5. 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.
6. 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.

7. 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, defense, settlement and discharge of any such intellectual property infringement claim.
8. 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).
9. 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.

#### **xiv. Disclaimers**

1. THE PLATFORM MAY BE UNDER CONSTANT UPGRADES, AND SOME FUNCTIONS AND FEATURES MAY NOT BE FULLY OPERATIONAL.
2. 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.
3. WE EXPRESSLY DISCLAIM ALL LIABILITIES THAT MAY ARISE AS A CONSEQUENCE OF ANY UNAUTHORIZED USE OF CREDIT/ DEBIT CARDS.
4. 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 / MERCHANTS SERVICES.
5. HAPPYGIFFY DISCLAIMS AND ALL LIABILITY THAT MAY ARISE DUE TO ANY VIOLATION OF THE FOOD SAFETY AND STANDARDS ACT, 2006 AND APPLICABLE RULES AND REGULATIONS MADE THERE UNDER AND SUCH LIABILITY SHALL BE ATTRIBUTABLE TO THE MERCHANT.
6. 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.

7. THE INFORMATION PROVIDED HERE UNDER 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 HERE UNDER OR THAT THE INFORMATION OR DATA PROVIDED HERE UNDER 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.
8. 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.
9. 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 MERCHANT 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.

#### **xv. Intellectual property**

1. 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.
2. 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 organization to material available on the Platform.
3. 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.

4. You must not use any part of the materials on the Platform for commercial purposes without obtaining a license to do so from us or our licensors.
5. If you print off, copy or download any part of the Platform in breach of these Terms of Use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **xvi. Treatment of information provided by you**

1. We process information provided by you to us in accordance with our Privacy Policy.

#### **xvii. Third Party Content**

1. We cannot and will not assure that other users are or will be complying with the foregoing rules or any other provisions of these Terms of Use, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.
2. You acknowledge that when you access a link that leaves the Platform, the site you will enter into is not controlled by us and different terms of use and privacy policy may apply. By assessing links to other sites, you acknowledge that we are not responsible for those sites. We reserve the right to disable links to and / or from third-party sites to the Platform, although we are under no obligation to do so.

#### **xviii. Severability**

1. If any of these Terms of Use should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms of Use are intended to be effective, then to the extent and within the jurisdiction where that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.

#### **xix. Non-assignment**

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

#### **xx. Governing law and dispute resolution**

1. These Terms of Use are governed by the laws of India. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to this Platform, shall be subject to the jurisdiction of the courts at Bangalore, India.

#### **xxi. IP Notice and Take Down Policy**

1. HappyGiffy has put in place IP Notice and Take Down Policy (“Take Down Policy”) so that intellectual property owners could easily report listings that infringe their right to ensure that infringing products are removed from the site, as they erode Buyer and good Seller trust.
2. Only the intellectual property rights owner can report potentially infringing products or listings through Take Down Policy by way of Notice of infringement in the specified format. If you are not the intellectual property rights owner, you can still help by getting in touch with the rights owner and encouraging them to contact us.

(Note: HappyGiffy does not and cannot verify that Merchants have the right or ability to sell or distribute their listed products. However, HappyGiffy is committed ensure that item listings do not infringe upon intellectual property rights of third parties once an authorized representative of the rights owner properly reports them to HappyGiffy.)

#### xxii. **Contact Us**

Please contact us for any questions or comments (including all inquiries unrelated to copyright infringement) regarding this Platform.

#### Grievance officer

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

Mr. M. Venkatesh

Digital Today Tech Solutions LLP

Reg Office: H.NO.5-3-63/2/301,

SRI RAMA HOMES, BJP OFFICE ROAD, KUKATPALLY,

HYDERABAD - 500072, India

Phone: +91 - 040- 42425536

Email: info@happygiffy.com

Time: Mon - Sat (9:00 – 18:00)

## TERMS OF USE – HappyGiffy ASSURED

1. These terms of use (the “ Terms”) that govern your use of our service HappyGiffy Assured (“ S HappyGiffy Assured”) on Platform. The services on Assured available on our Website and the App are jointly referred to as the “On-Time Delivery” more fully defined here under. Please read these Terms carefully before you use the HappyGiffy Assured Services. If you do not agree to these Terms, you may not use the HappyGiffy Assured Services. By using the Services, you signify your acceptance to the Terms and creates a legally binding arrangement to abide by the same.
2. The HappyGiffy Assured Services are made available on a best effort basis but not as obligation by DIGITAL TODAY TECH SOLUTIONS LLP (hereinafter referred to as “ HappyGiffy”, “ we”, “ us” or “ our”). The HappyGiffy Assured Services made available are subject to various factors beyond control. HappyGiffy shall reserve the right to deny any part or full services without prior notice. “ you” or “ user” shall mean user/customer.
3. These Terms are special terms and as such restricted to only customer orders placed by customers through restaurants identified as HappyGiffy Assured restaurants and as such does not supersede the HappyGiffy Terms of Use, these Terms shall be read in conjunction with Website’s Terms of Use.
4. We reserve the right to modify these Terms at any time without notice posting changes on the Website and you shall be responsible to update yourself of such changes, if any, by accessing the changes on the Website. Your continued usage of the HappyGiffy Assured Services after any change is posted constitutes your acceptance of the amended Terms.
5. General Terms & Conditions pertaining to the products available on HappyGiffy Assured:
  - a) In case the customer chooses to avail the On-Time Delivery of the restaurants listed on Assured, HappyGiffy shall guarantee the user delivery of the Order, in the estimated time mentioned at the time of placing the Order, which time shall be communicated to the customer by HappyGiffy (the “ ETA”), subject to these Terms.
  - b) In case HappyGiffy is unable to deliver the Order in the committed ETA, it guarantees cashback to the user subject to these Terms and HappyGiffy’s discretion (the “ Cashback Guarantee”) \*.
  - c) The Cashback Guarantee\* is applicable only for delay in the delivery time as against the ETA defined as above.
  - d) We do not own, sell, resell, furnish, provide, prepare, manage and/or control the Restaurants or the related services provided in connection thereof.
  - e) All customers with a HappyGiffy Account can avail the On-Time Delivery of HappyGiffy Assured, if they so choose to.

- f) The delivery time is the time period between the customer placing the order and the delivery executive arriving at the first point of entry at the user's location, as shown on the map at the time of placing the order (the "Delivery time").
- g) You are entitled for only 2 cashback's in the last 7 days.
- h) The Cashback Guarantee\* on On-Time Delivery is applicable only on online payments (ie., payments made through Net Banking, Credit/Debit cards, Electronic Wallet Services and HappyGiffy Money) & HappyGiffy Assured restaurants and you shall be duly notified upon confirmation.
- i) The On-Time Delivery is not applicable if customer tries to change and/or edit the Order, subsequent to having placed it on our Platform.
- j) The cashback amount will be credited to HappyGiffy Money only and not to any other source that you may have used to make such payment.
- k) The cashback process will take time between 24-72 hours.
- l) HappyGiffy reserves the right to withdraw the On-Time Delivery and HappyGiffy Assured Services without prior intimation.
- m) HappyGiffy further reserves the sole right to withdraw the On-Time Delivery in the following circumstance:
  - 1. in the event of the designated address falling outside the delivery zone offered by us;
  - 2. failure on the part of the customer to respond 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
- n) HappyGiffy reserves the right not to enable Cashback Guarantee\* if customer location is different than indicated.
- o) HappyGiffy reserves rights to not enable Cashback Guarantee\* in case of suspect fraudulent activity with a right to initiate appropriate legal recourse.
- p) HappyGiffy does not penalize its Delivery Executives for late delivery. Nor does it charge the customer or the Restaurant anything extra for providing this On-Time Delivery.
- q) HappyGiffy is not investing or circulating any cash into any entity, restaurant or customer by way of providing this On-Time Delivery.
- r) This On-Time Delivery may not be applicable during holiday due to regional festivals or local events or at times of rain in any particular location, HappyGiffy reserves the right to pause the



On-Time Delivery without prior intimation.

- s) HappyGiffy reserves its right to alter/ withdraw/ extend any offers/ promotions at any time without giving any prior notice & without assigning any reason whatsoever.
- t) This is On-Time Delivery is subject to Force Majeure conditions.
- u) All disputes related to this On-Time Delivery will be subject to the exclusive jurisdiction of court of Bangalore only.
- v) The On-Time Delivery shall not be available for bulk orders or orders exceeding Rs.1000/- (Rupees One Thousand).
- w) These Terms and Conditions are co-extensive and concurrent with HappyGiffy's other Terms and Conditions and the Privacy Policy listed on this page. As such, all other Terms and Conditions listed herein before shall also be applicable to this On-Time Delivery and the same need not be expressly repeated herein.

\* Cashback Guarantee shall be provided to the Customer at the sole discretion of HappyGiffy and shall vary from city to city.

### **Notice and Take Down Policy Template and Procedures**

DIGITAL TODAY TECH SOLUTIONS LLP (“**HappyGiffy**”) respects third-party intellectual property rights, statutorily registered or common law rights, and has adopted the following policy towards intellectual property rights protection on its website [www.happygiffy.com](http://www.happygiffy.com) (the “**Website**”) and the ‘HappyGiffy’ application for mobile and handheld devices (the “**App**”). The Website and the App are jointly referred to as the “**Platform**”.

#### Reporting Instances of Intellectual Property Violations:

To file a notice of infringement with HappyGiffy, you must provide a written communication (by email or regular mail) that sets out the information specified in the list below. Please note that you will be liable for damages (including costs and lawyer's fees) if you materially misrepresent that material is infringing your intellectual property right(s). Accordingly, if you are not sure if you are the proprietor of the intellectual property right(s), we suggest that you first contact a lawyer.

To expedite our ability to process your request, please use the following format:

1. Identify with sufficient detail the protected work that you believe has been infringed. This includes identification of the web page or specific posts, as opposed to entire sites. Posts must be referenced by either the dates in which they appear or by the permalink of the post. Include the URL to the concerned material infringing your intellectual property right(s) [URL of a website or URL to a post, with title, date, name of the emitter], or link to initial post with sufficient data to find it;

2. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit HappyGiffy to locate the material;
3. Information reasonably sufficient to permit HappyGiffy to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;
4. The following mandatory statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the intellectual property right(s) owner, its agent, or the law";
5. The following mandatory statement: "I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the intellectual property right(s) owner or authorized to act on behalf of the owner of an exclusive intellectual property right(s) that is allegedly infringed"; and
6. Sign the document with either your physical or electronic signature; and
7. Send the written communication to: Email to [info@happygiffy.com](mailto:info@happygiffy.com)

**Format of notice of infringement**

To,

DIGITAL TODAY TECH SOLUTIONS LLP,  
H.NO.5-3-63/2/301, SRI RAMA HOMES,,  
BJP OFFICE ROAD, KUKATPALLY,  
HYDERABAD – 500072,

I, <<insert name>>\_\_\_\_\_ of <<insert address>>  
\_\_\_\_\_ do solemnly and sincerely declare as follows:

1. I am the owner of certain intellectual property rights, said owner being named \_\_\_\_\_ ("IP Owner").

2. I have a good faith belief that use of the material in the manner complained of is not authorized by the intellectual property right(s) owner, its agent, or the law therefore infringe the IP Owner's rights. Please expeditiously remove or disable access to the material claimed to be infringing.

3. I may be contacted at:

Name \_\_\_\_\_

Designation/Title & Company \_\_\_\_\_

Postal Address (with Pin code) \_\_\_\_\_

Email Address (correspondence) \_\_\_\_\_

Telephone/Fax \_\_\_\_\_

I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the intellectual property right(s) owner or am authorized to act on behalf of the owner of an exclusive intellectual property right(s) that is allegedly infringed and I make this declaration conscientiously believing it to be true and correct.

Declared by <<insert name>> \_\_\_\_\_

on <<insert date>> \_\_\_\_\_ at <<insert place>> \_\_\_\_\_

Truthfully,

Signature \_\_\_\_\_

(Important Note: (a) HappyGiffy shall be unable to process requests which do not specify exact product IDs or URLs. Please do not provide links to browse pages or links of search queries as these pages are dynamic and their contents change with time. (b) HappyGiffy shall not consider an incomplete request. (c) HappyGiffy's response to such request will include removing or disabling access to material claimed to be the subject of infringing activity. For a detailed term of use of our Platform, please visit <https://www.happygiffy.com/terms-and-conditions>).