

## **CANCELLATION AND REFUNDS POLICY**

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

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

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

### **1. CANCELLATION AND REFUNDS**

1.1. You must notify the Company within 10 (ten) minutes of placing the order if you decide to cancel your order by phone or email, preferably by email, and quote your order number. However, subject to Buyer’s previous cancellation history, the Company reserves the right to deny any refund to Buyer pursuant to a cancellation initiated by Buyer even if the same is within 10 (ten) minutes followed by

suspension of account, as may be necessary for the sole discretion of the Company.

1.2. If the Buyer cancels his/her Order after 10 (ten) minutes of placing it, the Company shall have a right to collect a penalty of 100% of the Order amount for breach of contract terms as to compensation for the damages suffered by the Company, with a right to either not to refund the Order value in case Buyer's Order is prepaid, to compensate the Seller.

1.3. There may be cases where the Company is either unable to accept your order or cancels the order, due to reasons including without limitation, technical errors, unavailability of the item(s) ordered, or any other reason attributable to the Company, Seller, or Delivery Partner. In such cases, the Company shall not charge a cancellation charge from you. If the order is cancelled after payment has been charged and you are eligible for a refund of the Order Value or any part thereof, the said amount will be reversed to you.

1.4. The Company or the seller may cancel an order if the product is not available for any reason. The Company will notify you if this is the case and return any payment that you have made. In the event that the customer consents to a change in the kitchen, such alteration may be implemented; however, should the customer express objection to this change, a full payment refund shall be issued.

1.5. If the cancellation is made in time and once the seller has accepted your cancellation, we will refund or re-credit your debit or credit card with the full amount, which you paid for the delivery of the Goods or the Services, within 5 to 7 business days.

1.6. Any complaint, with respect to the Order which shall include instances but not be limited to food spillage, foreign objects in food, delivery of the wrong order or food and beverages or Products, poor quality, you will be required to share the proof of the same before any resolution can be provided.

1.7. In the event that an order is submitted beyond 6 hours within a designated time slot, notification of such circumstance must be conveyed at least 2 hours prior to processing a refund. If the culinary preparation has commenced, an inquiry will determine whether a partial refund or the completion of the order in accordance with the slot timing is appropriate. Should you be unavailable at the stipulated time, it is imperative to provide advance notice. It is emphasized that payment shall not be reimbursed in instances of unavailability on your part.

1.8. Upon placement of an order, all items are freshly prepared, and potential delays may arise if additional preparation time is necessitated. In such instances, our team will provide timely updates on the anticipated delivery schedule. It is imperative to note that no refund shall be initiated in cases where extended preparation time impacts the delivery schedule. Should there be a specific requirement for advanced delivery, it is incumbent upon the customer to communicate such preferences to the customer support team.

1.9. In the event that a specific menu or dish cannot be prepared by the chef, the corresponding amount for that particular menu shall be refunded. Alternatively, at the customer's discretion, an exchange with another menu may be facilitated; however, it is important to note that no refund will be issued if another menu is selected as a Replacement.

1.10. Refusal to accept the order from the delivery agent shall not warrant any refund.

1.11. No reimbursement will be provided in the event of a request to return the food.

1.12. No reimbursement will be initiated if the recipient is unavailable at the specified address or requests delivery to an alternative location.

1.13. No reimbursement will be issued in the absence of a response to our calls. It is advised to provide delivery instructions during the ordering process to facilitate our best efforts in fulfilling the order.

1.14. Should there be any dissatisfaction regarding the taste of the food, it is important to note that our offerings are entirely homemade, devoid of any additives for flavour or colour enhancement. In the event that your dissatisfaction persists, an inquiry will be conducted, and arrangements for either a partial refund or a complimentary replacement order will be made as deemed appropriate.

1.15. Should the package be found open or inadequately sealed, kindly refrain from accepting the order. Instead, promptly submit a photograph to us for verification, enabling the initiation of a refund or the processing of a replacement order.

1.16. In the event of any concerns regarding food quality, it is imperative to report such issues within 5 to 30 minutes of receiving the order, accompanied by relevant photographs. Regrettably, reports received after 30 minutes from the time of food delivery cannot be accommodated for a refund or the arrangement of a replacement

order.

1.17. In the event of any order exchange, please retain the order and contact the GOOD support team for assistance. Refund initiation will not be facilitated in such cases.

1.18. Please review the delivery option when making a purchase. Takeaway orders are applicable to any kitchen, regardless of its location, as this implies the collection of the order directly from the kitchen. In contrast, delivery is restricted to a 15 km radius, so it is essential to verify the delivery option during the order placement. Refunds will not be initiated in the event of cancellations or requests for last-minute delivery changes.

## **2. NON-CUSTOMER CANCELLATION**

2..1 The Company reserves the right to collect a penalty for the Orders constrained to be cancelled by the Company for reasons not attributable to the Company, including but not limited to:

I. in the event, if the address provided by the Buyer is either wrong or falls outside the delivery zone.

II. failure to contact Buyer by phone or email at the time of delivering the Order booking.

III. failure to deliver Buyer Order due to lack of information, direction, or authorization from Buyer at the time of delivery; or

2.2 In case of cancellations for the reasons attributable to the Company or the Seller, the Company shall not collect any penalty from the Buyer.

### **3. MANNER OF RAISING CANCELLATION OR REFUND REQUESTS**

3.1 Any request for cancellation or refund shall be raised writing an email to us at **contact@appgoodfood.in** or call us at **72-7485-7485** within the stipulated timelines hereunder. The Email for raising cancellation or refund request shall contain your name, order number, service particulars along with a valid reason for cancellation or refund; without which no cancellation or refund request shall be entertained.

3.2 If we are satisfied with your reason for cancellation or refund and believe that the same cannot be resolved by our team, we will initiate the refund in your designated account within a period of 7-14 working days.

### **4. FORCE MAJEURE AND EVENTS BEYOND OUR CONTROL**

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