

## PRIVACY 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**”). The Platform is an Online Market Place for Food Ordering and delivery (“**Service**”). We want you to know that your privacy is important to us and to protect the Personal Information (defined below) of any person who registers on or accesses the Platform for informational purposes, we hereby provide this notice explaining our privacy practices for the collection, storage, usage, and protection of your Data (defined below).

*Kindly note, under this Privacy Policy (the “**Policy**”), the use of terms like “**we**”, “**us**” and “**ours**” refers to the Company and the terms “**you**”, “**your**”, “**yours**” and “**user**” refers to any natural or legal person who browses through the Platform or avails the Services.*

The procedure for handling and securing the Personal Information shall be governed by this Policy, which is published and shall be construed in accordance with the provisions of the Information Technology Act 2000, Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 and the applicable legislation relating to the privacy or data protection in other jurisdictions (the “**Regulations**”).

By accessing the Platform, you hereby acknowledge that you have read and understood the terms of 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.

### 1. DEFINITIONS

- 1.1 Under this Policy, the below-mentioned terms shall have the same meaning as assigned to them:
- 1.2 **Applicable Law(S)** shall mean and refer to all the applicable provisions of the prevailing laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, licenses, tariffs, and approvals relating to this Policy.
- 1.3 **Cookie(S)** is a small piece of data/software code tracked automatically and stored by your web browser or on the hard drive of your device. Cookies allow the Platform to remember your actions/information and preferences over time and generally help in improving your Platform experience.

- 1.4 **Data** shall refer to the Non-Personal and Personal Information, individually and in combination.
- 1.5 **Non – Personal Information** is anonymized data incapable of identifying an individual. It refers to any other information, not covered under Personal Information, which may be collected by us when you access or use the Platform and includes information about your device, Internet Protocol (IP) address, operating system, browser type and version, geographical location, URLs of referring/exit pages, pages visited, device ID, amongst others.
- 1.6 **Personal Information** means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person. Personal Information refers to the name, contact details, identification number, location data, or factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that User. Any reference to Personal Information shall include Sensitive Personal Data.
- 1.7 **Sensitive Personal Data** shall have the same meaning as provided under *Section 3* of the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011.
- 1.8 **Services** means and refers to the online food ordering and delivery services that are being provided through the Platform.
- 1.9 **User** means and refers to every individual or legal entity that registers itself on the Platform for availing the Services.

## **2. INTERPRETATION**

- 2.1 Unless otherwise defined, the context used in this Policy denotes:
- 2.2 Whenever the context so requires, “you”, “your” and “user” shall mean any natural or legal person who browses through the Platform and the terms “we”, “us” and “our” shall refer to the Company.
- 2.3 Heading or bold typeface is used only for convenience and shall be ignored for interpretation.
- 2.4 Words using the singular or plural number also include the plural and singular, respectively.
- 2.5 Wherever in the Agreement, words are used in the masculine gender, they shall be read and construed in the feminine gender also, whenever it should apply

- 2.6 The terms hereof, hereby, hereto, and derivative or similar words refer to this entire Policy or specified clauses of the Policy, as the case may be.
- 2.7 Reference to the word “include” shall be construed as without limitation.
- 2.8 Reference to any legislation or Applicable Law or any provision thereof shall refer to any such applicable legislation, law, or provision as amended, suspended, or re-enacted from time to time.

### **3. APPLICABILITY**

- 3.1 This Policy applies to any person who visits the Platform to gain information about the Company or the Services provided by the Company; intends to avail the Services or has certain queries regarding the Services and usage of the Platform. You hereby agree not to provide the Personal Data of any other person to us.
- 3.2 This Policy governs the access, collection, usage, handling, storage, and disclosure of such Personal Data in accordance with the terms as given below:

### **4. COLLECTION OF DATA**

#### **4.1 Personal Data**

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("**Personal Data**"). Personally identifiable information may include but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Cookies and Usage Data

We collect personally identifiable information that you may voluntarily provide on online forms, which may include: user registration, contact requests, guest comments, online surveys, and other online activities. We may use your Personal Data to contact you with newsletters, marketing or promotional materials, and other information that may be of interest to you. You

may opt-out of receiving any, or all, of these communications from us by following the unsubscribe link or the instructions provided in any email we send.

#### 4.2 **Usage Data**

When you access the Service with a mobile device, we may collect certain information automatically, including, but not limited to, the type of mobile device you use, your mobile device unique ID, the IP address of your mobile device, your mobile operating system, the type of mobile internet browser you use, unique device identifiers and other diagnostic data ("**Usage Data**").

#### 4.3 **Location Data**

We may use and store information about your location if you give us permission to do so ("**Location Data**"). We use this data to provide features of our Service, to improve and customize our Service. You can enable or disable location services when you use our Service at any time by way of your device settings.

#### 4.4 **Tracking & Cookies Data**

We use cookies and similar tracking technologies to track the activity on our Service and we hold certain information.

Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from the Platform and stored on your device. Other tracking technologies are also used such as beacons, tags, and scripts to collect and track information and to improve and analyse our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- **Session Cookies:** We use Session Cookies to operate our Service.
- **Preference Cookies:** We use Preference Cookies to remember your preferences and various settings.
- **Security Cookies:** We use Security Cookies for security purposes.

### 5. **USE OF DATA**

5.1 We use information that we collect about you or that you provide to us, including any personal information:

- To present our Platform and its contents to you.
- To provide you with information, products, or services that you request from us.
- To create you profile on our Platform.
- To administer contests, promotions, surveys or other site features.
- To fulfill any other purpose for which you provide it.
- To provide you with notices about your account.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Platform or any products or services we offer or provide though it.
- To ask for ratings and reviews of services or products.
- To follow up with them after correspondence (live chat, email or phone inquiries).
- To send periodic emails
- To allow you to participate in interactive features on our Platform.
- In any other way, we may describe when you provide the information.
- For any other purpose with your consent.

5.2 We may also use your information to contact you about our own and third-party's goods and services that may be of interest to you. For more information, see Use of Data and Disclosure and Sharing of Data.

5.3 We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

## **6. DISCLOSURE AND SHARING OF DATA**

6.1 We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

6.2 We may disclose personal information that we collect, or you provide as described in this privacy policy:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us about our Platform users is among the assets transferred.
- To third parties to market their products or services to you.
- To fulfil the purpose for which it has been provided to us.
- For any other purpose disclosed by us when you provide the information.
- With your consent.

6.3 We will disclose your Data in good faith if such action is necessary: to comply with the legal obligation; to protect and defend the rights and property and restrict the legal liability of the Company; to prevent or investigate possible wrongdoing in connection with the Platform, or to protect the personal safety of other Users of the Platform.

6.4 We may disclose your information where such disclosure is necessary or required (i) by law or regulation, for complying with legal process or government requests (including in response to public authorities to meet national security or law enforcement requirements), or (ii) to exercise, establish or defend our legal rights.

6.5 For any other purpose, we may disclose your Personal Information with your consent.

## **7. DATA RETENTION**

7.1 We may retain your data for 5 years or for such period as may be required under the Applicable law and use your Personal Information as and when necessary to comply with our legal obligations or to resolve disputes. Consistent with these requirements, we will try to delete your Personal Information within the time limits imposed under the Applicable Law(s) or upon request, if possible. When we have no justifiable business need to process your Personal Information, we will either delete or anonymize it, or, if this is not possible (for example, because your Personal Information has been stored in backup archives), then we will securely store your Personal Information and isolate it from any further processing until the deletion is possible.

## **8. DATA SECURITY**

8.1 We secure information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use, or disclosure. We maintain reasonable administrative, technical, and physical safeguards in an effort to protect against unauthorized access, use, modification, and disclosure of Personal Information in its control and custody. All the details encrypted and stored in our cloud database. All files are password protected with us. However, no data transmission over the Internet or wireless network can be guaranteed. Therefore, while we strive to protect your Personal Information, you acknowledge that (i) there are security and privacy limitations of the Internet which are beyond our control; (ii) the security, integrity, and privacy of any and all information and data exchanged between you and our Platform cannot be guaranteed; and (iii) any such information and data may be viewed or tampered with in transit by a third party, despite best efforts.

## **9. THIRD-PARTY LINKS AND CONTENTS THEREOF**

9.1 The Platform may contain links to third-party websites and the same shall not constitute, in any manner whatsoever the Company's endorsement, sponsorship, or a recommendation of such third-party websites or their products, services, content, and offerings. The Company is not responsible for examining or evaluating any third-party links and does not make any representation or warranty for their products, services, content, and offerings or their terms of use and privacy practices. In the event a User accesses such websites, he shall be under the obligation to apprise him of their terms and conditions and privacy practices before providing any personal or sensitive information. Any transaction with such websites shall be at the User's own risk and expense.

## **10. DISCLAIMER**

10.1 We collect the Data only when an individual or the authorized representative of a business entity, as the case may be, shares such Data on our Platform. We may further verify and collate the data by using the information about such individual or business entity available in the public domain, as permitted by law, to prevent cases of identity theft, fraud, cybercrimes, etc.

## **11. ORDERING**

11.1 Any contract for the supply of services from this Platform is between you and the Company. You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering. You also warrant that the credit or debit

card details that you provide are of your own credit or debit card and that you have sufficient funds to make the payment.

- 11.2 Any services purchased from this Platform are intended for your use only and not for resale.
- 11.3 When ordering from this Platform you may be required to provide an e-mail address and password. You must ensure that you keep the combination of these details secure and do not provide this information to a third party.
- 11.4 We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure. During instances of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Platform.
- 11.5 Any order that you place with us is subject to product availability, delivery capacity, and acceptance by us. When you place your order online, we will send you an auto-generated confirmation mail about the same. You must inform us immediately if any details are incorrect. If the product for which you placed the order is not available or if we are not able to deliver it to your location, we will inform you through a phone call or SMS.

## **12. PRICES AND PAYMENTS**

- 12.1 Any contract for the supply of food items from this Platform is between you and the Company. You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering.
- 12.2 All prices listed on the Platform are correct at the time of publication. We also reserve the right to alter the food menu on the Platform.
- 12.3 All prices for delivery by the Company or a third-party provider assigned by the Company listed on the Platform are correct at the time of publication; however, we reserve the right to alter these in the future.
- 12.4 The total price for the food including taxes will be displayed at the time of checking out your order. Full payment must be made for all items dispatched ordered by online payment, e.g., credit, debit card, or bank transfers or UPI payments, wallet payments.



12.5 If you choose online payment, you must pay for your order prior to delivery. To ensure that online ordering is secure, your debit/credit card details will be encrypted, thereby preventing the possibility of any third-party accessing your information.

12.6 If a customer makes the payment for the same order more than once by mistake, the extra amount will be refunded via the same gateway to the source within 7 to 14 working days.

### **13. DELIVERY**

13.1 The Delivery timings quoted at the time of placing the order are approximate and may vary based on factors such as traffic and weather conditions. The food items you ordered will be delivered to the address designated by you at the time of placing the order.

13.2 All orders are delivered by the Company's own delivery network or any other reputed delivery service that we may choose to use from time to time. If the Goods are not delivered within the estimated delivery time quoted by us, please contact us by telephone (+91) 72-7485-7485 or email [contact@appgoodfood.in](mailto:contact@appgoodfood.in) and we do our best to ensure that you receive your order is delivered as quickly as possible.

13.3 If you fail to accept your food when it is out for delivery, or if we are unable to deliver at the stated time due to your failure to provide appropriate instructions or authorizations, then such food shall be deemed to have been delivered to you and all risk and responsibility in relation to such food shall pass on to you.

13.4 You must ensure that at the time of delivery of your order adequate arrangements, including access where necessary, are in place for the timely delivery of your order.

13.5 The Company will try our best to deliver the food to you at the place of delivery as requested by you in your order within the time confirmed. We will inform you if we are unable to meet the estimated delivery time.

13.6 The Company shall not be liable to you for any losses, liabilities, costs, damages, charges, or expenses arising out of late delivery.

13.7 Please note that it might not be possible for us to deliver to some locations. If this is the case, we will inform you using the contact details that you provide to us when you make your order and arrange for cancellation of the order or delivery to an alternative address.

13.8 In case of the unlikely event of a failed delivery due to reasons beyond the control of the customer, the Company, will refund the full amount to the customer within 7 to 14 working days via the same source by which the payment was made.

#### **14. LIABILITY AND WARRANTY**

14.1 Although we have implemented and employed the necessary internet security methods and technology to secure the Data transmitted to us; however, the security of the Data transmitted over the internet cannot be guaranteed; thereby we cannot ensure or warrant the security of any information that you transmit to us. You acknowledge and agree that you share the Personal Information with us entirely at your own risk. In light of the above, we declare that:

14.2 We shall not be held liable for any loss or injury caused to you, as a result of voluntary disclosure of the Data by you to a third party.

14.3 Notwithstanding anything contained in this Policy, we disclaim all the warranty for any loss, damage, or misuse of the Data.

14.4 We take no responsibility or liability for the privacy practices and security of Data collected by the third-party website linked to our Platform as they are not within the ambit of our control.

14.5 By accepting these terms of use, you agree to relieve us from any liability whatsoever arising from your use of information from any third party, or your use of any third-party website, or your consumption of any food or beverages ordered from us.

14.6 We disclaim any and all liability to you for the supply of the food items to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or damage to you such liability is limited to the amount you have paid for the relevant items. We cannot accept any liability for any loss, damage, or expense, including any direct or indirect loss such as loss of profits to you, howsoever arising. This limitation of liability does not apply to personal injury or death arising as a direct result of our negligence.

14.7 We shall not be held liable for any failure or delay in delivering food items where such failure arises as a result of any act or omission, which is outside our reasonable control such as all overwhelming and unpreventable events caused directly and exclusively by forces of nature that can be neither anticipated, nor controlled, nor prevented by the exercise of prudence,

diligence, and care, including but not limited to war, riot, civil commotion; compliance with any law or governmental order, rule, regulation or direction and acts of third parties.

14.8 If we have contracted to provide identical or similar orders to more than one Customer and are prevented from fully meeting our obligations to you by reason of an event of force majeure, we may decide at our absolute discretion which orders we will fill and to what extent.

14.9 The food delivered by us is provided for private domestic and consumer use only. Accordingly, we do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss, or property damage, and/or loss from claims of third parties arising out of the use of the Platform or for any products or services purchased from us.

14.10 In the event, the Company has a reasonable belief that there exists an abuse of vouchers and/or discount codes or in suspected instances of fraud, the Company may cause the shopper (or customer) to be blocked immediately and reserves the right to refuse future service. Additionally, should there exist an abuse of vouchers or discount codes, the Company reserves the right to seek compensation from any and all violators.

## **15. ELIGIBILITY**

15.1. The usage of our Platform is fit for individuals from all age groups. However, for availing of the Service, you should be at least 18 years of age.

15.2. If you use the services on behalf of an individual or an entity, you represent that you are authorized by such individual or entity to (i) accept this privacy policy on their behalf, and (ii) consent on their behalf to our collection, use and disclosure of the Data as described in this Policy.

## **16. CONDITIONS OF USE AND AMENDMENTS**

16.1 This Policy should be read at all times along with the Terms of Use published by the Company on the Platform.

16.2 The Policy may be amended in response to changing legal, technical, and business developments or at the sole discretion of the Company. Unless otherwise specified, such revisions shall take effect from the day they are posted on the Platform. You are advised to consult this Policy regularly for any changes, and your continued access and Platform usage shall be deemed as an acceptance of the changes in the Policy.

## **17. JURISDICTION OF LAW:**

In case of any dispute regarding the privacy policy of **HomeSuperFoods Online Private Limited**, an arbitrator shall be appointed by the Company to ascertain the rights and liabilities of the parties. You further accept that all disputes are subject to laws applicable in **India** and subject to jurisdictions of courts in the Tambaram only.

**18. GRIEVANCE REDRESSAL**

In the event of any queries or grievances regarding our Services or if you wish to report a security breach or otherwise require any assistance, you may contact us [contact@appgoodfood.in](mailto:contact@appgoodfood.in)