

sCoolMeal

TERMS OF USE

1. These Terms of Use (“**Terms**”) govern your use of the website www.scoolmeal.com and use of the sCoolMeal applications for mobiles and other devices (“**Application**”) owned and operated by SCOOOLMEAL FOODVENTURES PRIVATE LIMITED (“**sCoolMeal**” “**we**” and “**us**”). Reference to “**you**” in this Privacy Policy refers to the users of this Application and Customers whether or not you access the services available on the Application or consummate any transaction on the Application (“**Users**”). sCoolMeal is a company that is in the business of providing services related to curating and serving, nutritious and wholesome food, including but not limited to sourcing, preparation and delivery of a balanced meal to schoolchildren (“**Children**”, “**Child**” in the singular) within the city of Bangalore (“**Services**”). sCoolMeal's customers include but are not limited to (i) parents of Children, (ii) caregivers of Children, (iii) schools, (iv) any other individual or entity entrusted with the care of Children, and (v) the Children of any customer who signs up for our service (“**Customers**”).
2. The Services are operated and owned by sCoolMeal, a company registered in Bangalore.
3. We reserve the right to change the Terms at any time without notice posting changes on our Application and you shall be liable to update yourself of such changes, if any, by accessing the changes on the Application.
4. In order to access or use the Services, you must be 18 years of age or over. If you are under 18 and you wish to access or use the Services, your parents or legal guardian must acknowledge and agree to this Terms . Should your parents or legal guardian fail to agree or acknowledge the Terms, you shall immediately discontinue its use.
5. You agree to use and access the Services in accordance with this Terms and Privacy Policy (incorporated by reference herein).
6. **ACCOUNT REGISTRATION**
 - i. In order to access certain features of the Application and to avail of the Services, as defined below, you must register to create an account (“**sCoolMeal Account**”) and become a Member.
 - ii. 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 Application, as described below. As part of the functionality of the Application and Services, you may link your sCoolMeal Account with Third Party Accounts, by either:

sCoolMeal

- a. providing your Third Party Account login information to us through the Application or Services; or
 - b. 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.
- iii. 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.
- iv. 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 Application and Services via your sCoolMeal Account and sCoolMeal Account profile page.
- v. Unless otherwise specified in these Terms of Use, all SNS Content, if any, will be considered to be Member’s content for all purposes of these Terms.
- vi. 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 sCoolMeal Account on the Application and Services.
- vii. 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 Application and Services.
- viii. You have the ability to disable the connection between your sCoolMeal Account and your Third Party Accounts, at any time, by accessing the “**Settings**” section of the Application. Please note that your relationship with the third party service providers associated with your third party accounts is governed solely by your agreement(s) with such third party service providers. We make no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or non-infringement and we are not responsible for any SNS Content.
- ix. We will create your sCoolMeal Account and your sCoolMeal Account profile page for your use of the Application based upon the personal information you provide to us. You may not have more than one (1) active sCoolMeal Account.

sCoolMeal

- x. 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.
- xi. We reserve the right, at our sole discretion, to suspend or terminate your sCoolMeal Account and your access to the Application and Services if you create more than one (1) sCoolMeal Account or if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete.
- xii. 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 sCoolMeal Account, whether or not you have authorized such activities or actions. You will immediately notify us of any unauthorized use of your sCoolMeal Account

7. ACCEPTANCE OF SERVICE AND TERMS OF SERVICE

By accessing the Application and Services, you hereby agree and acknowledge that:

- i. sCoolMeal or its employees are not nutritionists and do not provide medical or nutrition advice;
- ii. Meals provided by sCoolMeal are prepared on a standardised level of nutrition and are not customized for individual needs;
- iii. sCoolMeal Services are not intended as a dietary supplement or substitute;
- iv. All information that is available on the Application and its employees, contractors, partners, sponsors or advertisers is for logistical and reference purposes only and does not intend to cover all possible uses, directions, precautions or adverse effect that may result due to the use of services listed on the Application;
- v. The information available on the Services is not substitute for actual medical/nutrition advice and consultation;
- vi. sCoolMeal does not recommend or endorse any specific dietary practice, cooking methods, nutrition plans, opinions, or other information that may appear on the Application; If you rely on any of the information provided on the Application as part of the Services, you do so solely at your own risk;
- vii. sCoolMeal's shall **not** be responsible for the Services suiting your requirements and needs;

sCoolMeal

- viii. sCoolMeal does not offer any refunds against services and products already purchased from the Application unless an error that is directly attributable to sCoolMeal has occurred during the purchase of such product or services.
- ix. sCoolMeal constantly strives to provide Users with accurate information on its Application. However, in the event of an error, sCoolMeal may, in its sole discretion, contact you with further instructions. In the event of cancelation after a purchase, sCoolMeal shall refund the money to your account from which payment was made.
- x. If you use the Services, you do the same at your own risk.

8. **PASSWORD SECURITY**

If you register for the Services, you are responsible for maintaining the confidentiality of your identification and password information, and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your member identification and password. In the event you forget your password, sCoolMeal shall have the right to generate a new password in order for you to continue to access the Services.

9. **USER CONDUCT**

By using the Application and Services 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. You are entitled and duly authorised to provide and access the information required for registration and use of the Services.
- iii. Your use of the Application and Services shall be solely for your personal use and you are solely responsible for all content published or displayed through your Devices, including any email messages, and your interactions with other Users and third parties and you shall abide by all applicable laws and regulations, including those related to data privacy and the transmission of technical or personal data.
- iv. 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 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; (d) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them.

sCoolMeal

- v. You will not use the Application and Services in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion.
- vi. 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 Application and / or Application or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the Application and Services.
- vii. You will not send unsolicited emails, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- 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 Application and Services, 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 shall not access the Application and Services without authority or use the Application and Services in a manner that damages, interferes or disrupts:
 - (a) any part of the Application and Services or the Application software;
or
 - (b) any equipment or any network on which the Application and / or Application is stored or any equipment of any third party.

10. RELATIONSHIP WITH OPERATORS

- a. The Application is independent of any platform on which it is located. The Application is not associated, affiliated, sponsored, endorsed or in any way linked to any platform operator, including, without limitation, Apple, Android (each being an "**Operator**").
- b. Your download, installation, access to or use of the Application is also bound by the terms and conditions of the Operator.

sCoolMeal

- c. You and we acknowledge that these Terms are concluded between you and us only, and not with an Operator, and we, not those Operators, are solely responsible for the Application and the content thereof to the extent specified in these Terms.
- d. The license granted to you for the Application is limited to a non-transferable license to use the Application on a mobile device that you own or control and as permitted by these Terms.
- e. We are solely responsible for providing any maintenance and support services with respect to the Application 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 Application.
- f. In the event of any failure of the Application to conform to any applicable warranty, you may notify the relevant Operator and that Operator will refund the purchase price for the Application (if any purchase price has been paid) to you; and, to the maximum extent permitted by applicable law, that Operator will have no other warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.
- g. 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 Application or your possession and/or use of the Application, including, but not limited to: (i) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (ii) claims arising under consumer protection or similar legislation.
- h. You and we acknowledge that, in the event of any Third Party claim that the Application or your possession and use of the Application infringes that Third Party's intellectual property rights, we, not the relevant Operator, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.
- i. You must comply with any applicable Third Party terms of agreement when using the Application (e.g. you must ensure that your use of the Application is not in violation of your mobile device agreement or any wireless data service agreement).
- j. You and we acknowledge and agree that the relevant Operator, and that Operator's subsidiaries, are Third Party beneficiaries of these Terms, and that, upon your acceptance of these Terms, that Operator will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a Third Party beneficiary thereof.

11. DISCLAIMERS

sCoolMeal

- A. THE APPLICATION MAY BE UNDER CONSTANT UPGRADES, AND SOME FUNCTIONS AND FEATURES MAY NOT BE FULLY OPERATIONAL.
- B. WE DISCLAIM ANY LIABILITY ARISING DUE TO THE VAGARIES THAT CAN OCCUR IN THE ELECTRONIC DISTRIBUTION OF INFORMATION.
- C. YOU ACKNOWLEDGE THAT THIRD PARTY SERVICES ARE AVAILABLE ON THE APPLICATION. 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 SERVICES.
- D. THE SERVICES OFFERED BY US ARE NOT INTENDED TO BE A SUBSTITUTE FOR MEDICAL OR NUTRITIONAL ADVICE, OR A SUPPLEMENT FOR ANY DIETARY REQUIREMENTS OR DEFICIENCIES.
- E. WE DO NOT, IN ANY WAY, ENDORSE ANY INFORMATION OR 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.
- F. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE APPLICATION. THE SERVICES ARE AVAILABLE "AS IS," AND "AS AVAILABLE". YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE APPLICATION, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
- G. WE DO NOT WARRANT USE OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ERRORS WILL BE DETECTED OR CORRECTED. WE DO NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY COMPUTER VIRUSES, BUGS, MALICIOUS CODE OR OTHER HARMFUL COMPONENTS, DELAYS,

sCoolMeal

INACCURACIES, ERRORS OR OMISSIONS, OR THE ACCURACY, COMPLETENESS, RELIABILITY OR USEFULNESS OF THE INFORMATION DISCLOSED OR ACCESSED THROUGH THE SERVICES.

- H. IN NO EVENT, UNDER NO LEGAL OR EQUITABLE THEORY (WHETHER TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE), SHALL WE OR ANY OF OUR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS OR AFFILIATES, BE LIABLE HEREUNDER OR OTHERWISE FOR ANY LOSS OR DAMAGE OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM THE USE OF THE APPLICATION / SERVICES OR OUR AGREEMENT WITH YOU CONCERNING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, (I) THE USE OF OR INABILITY TO USE THE SITE, THE SERVICE, OR THE CONTENT, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITE; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE SERVICE AND/OR THE CONTENT, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (V) ANY OTHER MATTER RELATING TO THE SITE, THE SERVICE, OR THE CONTENT, AND ANY COMPENSATORY, DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, LOST ANTICIPATED PROFITS, LOSS OF GOODWILL, LOSS OF DATA, BUSINESS INTERRUPTION, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- I. WHILE THE MATERIALS AND ADVICE PROVIDED ON THIS APPLICATION WERE PREPARED TO PROVIDE ACCURATE INFORMATION REGARDING THE SUBJECT DISCUSSED, THE INFORMATION CONTAINED IN THESE MATERIALS AND SERVICES ARE BEING MADE AVAILABLE WITH THE UNDERSTANDING THAT SCOOOLMEAL MAKES NO GUARANTEES, REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE HEALTH BENEFIT OF ANY SERVICES OFFERED OR OTHER INFORMATION HEREIN. FURTHER, SCOOOLMEAL DOES NOT, IN ANY WAY, ENDORSE ANY NUTRITION OR DIETARY PLAN, METHOD OF COOKING, INGREDIENTS DESCRIBED HEREIN. IN NO EVENT SHALL SCOOOLMEAL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON SUCH INFORMATION.
- J. IF WE ARE HELD LIABLE TO YOU IN A COURT OF COMPETENT JURISDICTION FOR ANY REASON, IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES IN EXCESS OF INR 100/-.

12. INDEMNITY

sCoolMeal

You agree to indemnify and hold us and our affiliates, successors and assigns, officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all losses, expenses, damages, costs and expenses (including attorneys' fees), resulting from your use of the Services and / or any violation of this Terms. We reserve the right to assume the exclusive defense and control of any demand, claim or action arising hereunder or in connection with the Application and / or Services and all negotiations for settlement or compromise. You agree to fully cooperate with us in the defense of any such demand, claim, action, settlement or compromise negotiations, as requested by us.

13. **INTELLECTUAL PROPERTY**

- a. We are the owner or the licensee of all intellectual property rights in the Application, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- b. You are prohibited from using any of the marks or logos appearing throughout the Application without permission from the trademark owner, except as permitted by applicable law.
- c. You must not modify or use any illustrations, photographs, video or audio sequences or any graphics available on the Application separately from any accompanying text.
- d. You must not use any part of the materials on the Application for commercial purposes without obtaining a licence to do so from us or our licensors.
- e. If you print, copy or download any part of the Application in breach of these Terms, your right to use the Application will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- f. sCoolMeal prohibits Users from using the Application and posting content that in anyway infringes third party intellectual property rights (such as copyright, trademark and trade dress). sCoolMeal encourages intellectual property rights owners to contact sCoolMeal if they believe that a User has infringed any of their intellectual property rights. If you let sCoolMeal know that your rights are being infringed by one of sCoolMeal's Users, sCoolMeal will (in its discretion) require that such User content is removed from the Application.

14. **AVAILABILITY OF THE APPLICATION, SERVICES; SECURITY AND ACCESSIBILITY**

- (a) We endeavour to make the Application available all day, i.e. 24x7. However, we do not represent that access to the Application will be uninterrupted, timely, error free, free of viruses or other harmful components or that such defects will be corrected.

sCoolMeal

- (b) We do not warrant that the Application 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 Application or your obtaining any material from, or as a result of using, the Application. We shall also not be liable for the actions of third parties.
- (c) We do not represent or warrant that the information available on the Application will be correct, accurate or otherwise reliable.
- (d) We reserve the right to suspend or withdraw access to the Application to you personally, or to all users temporarily or permanently at any time without notice.
- (e) sCoolMeal reserves the right, but does not assume the obligation, to monitor transactions and communications that occur through the Application. If sCoolMeal determines, in its sole and absolute discretion, that any User has / will breach a term or condition of this Application or that such posting or communication is inappropriate, invalid or incorrect, sCoolMeal may cancel such posting or communication or take any other action to restrict access to or the availability of any material that may be considered objectionable, without any liability to you, any other User or any third party.

15. **REFUND POLICY**

sCoolMeal is committed to ensuring your satisfaction with any product you have ordered from us. If you are not satisfied we will replace/refund as per your wish.

16. **TREATMENT OF INFORMATION PROVIDED BY YOU**

- a. We process information about you in accordance with our Privacy Policy.
- b. You hereby grant to us an irrevocable, royalty-free, worldwide, assignable, sub-licensable licence to use any material which you submit to us on the Application for the purpose of use of the Services or for our marketing (by any means and in any media, including, but not limited to, on our application, website or in our journals) our Services. You agree that you waive your moral rights to be identified as the author and we may modify your submission.

17. **THIRD PARTY CONTENT**

- (a) We cannot and will not assure that other Users are or will be complying with the foregoing rules or any other provisions of this Terms , and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance. –

sCoolMeal

- (b) You acknowledge that when you access a link when accessing the Application, the site you will enter into is not controlled by us and different terms of use and privacy policy may apply. By assessing links, 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 Application, although we are under no obligation to do so. If you have any queries, concerns or complaints about such third party websites or mobile applications you must direct them to the operator of that third party website or mobile application.
- (c) We have no control over and accept no responsibility for the content of any website or mobile application to which a link from the Application exists (unless we are the provider of those linked websites or mobile applications). Such linked websites and mobile applications are provided “as is” for your convenience only with no warranty, express or implied, for the information provided within them.

18. **SEVERABILITY**

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

19. **NON-ASSIGNMENT**

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

20. **INDEPENDENT CONTRACTOR**

- a. Nothing contained in this Terms shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

21. **NO THIRD PARTY BENEFICIARIES**

- a. User acknowledges and agrees that this Agreement shall in no event be construed as a third party beneficiary contract, and that it is not intended for the benefit of any person or company whomsoever except the parties hereto.

22. **GOVERNING LAW AND DISPUTE RESOLUTION**

- a. These Terms 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 Application, shall be subject to the jurisdiction of the courts at Bangalore, India.

sCoolMeal