

Terms of Service

I. Acceptance of terms

Thank you for using loca-toca. These Terms of Service (the "Terms") are intended to make you aware of your legal rights and responsibilities with respect to your access to and use of the loca-toca website at www.loca-toca.com (the "Site") and any related mobile or software applications ("locatoca Platform") including but not limited to delivery of information via the website whether existing now or in the future that link to the Terms (collectively, the "Services").

These Terms are effective for all existing and future loca-toca customers, including but without limitation to users having access to 'restaurant business page' to manage their claimed business listings.

Please read these Terms carefully. By accessing or using the loca-toca Platform, you are agreeing to these Terms and concluding a legally binding contract with loca-toca technologies Private. You may not use the Services if you do not accept the Terms or are unable to be bound by the Terms. Your use of the loca-toca Platform is at your own risk, including the risk that you might be exposed to content that is objectionable, or otherwise inappropriate.

In order to use the Services, you must first agree to the Terms. You can accept the Terms by:

- Clicking to accept or agree to the Terms, where it is made available to you by loca-toca in the user interface for any particular Service; or
- Actually using the Services. In this case, you understand and agree that loca-toca will treat your use of the Services as acceptance of the Terms from that point onwards.

II. Definitions

Customer

"Customer" or "You" or "Your" refers to you, as a customer of the Services. A customer is someone who accesses or uses the Services for the purpose of sharing, displaying, hosting, publishing, transacting, or uploading information or views or pictures and includes other persons jointly participating in using the Services including without limitation a user having access to 'restaurant business page' to manage claimed business listings or otherwise.

Content

"Content" will include (but is not limited to) reviews, images, photos, audio, video, location data, nearby places, and all other forms of information or data. "Your content" or "Customer Content" means content that you upload, share or transmit to, through or in connection with the Services, such as likes, ratings, reviews, images, photos, messages, profile information, and any other materials that you publicly display or displayed in your account profile. "loca-toca Content" means content that loca-toca creates and make available in connection with the Services including, but not limited to, visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate ratings, reports and other usage-related data in connection with activities associated with your account and all other elements and components of the Services excluding Your Content and Third Party Content. "Third Party Content" means content that comes from parties other than loca-toca or its Customers and is available on the Services.

Restaurant(s)

"Restaurant" means the restaurants listed on loca-toca Platform.

III. Eligibility to use the services

1. You hereby represent and warrant that you are at least eighteen (18) years of age or above and are fully able and competent to understand and agree the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms.
2. Compliance with Laws. You are in compliance with all laws and regulations in the country in which you live when you access and use the Services. You agree to use the Services only in compliance with these Terms and applicable law, and in a manner that does not violate our legal rights or those of any third party(ies).

IV. Changes to the terms

Loca-toca may vary or amend or change or update these Terms, from time to time entirely at its own discretion. You shall be responsible for checking these Terms from time to time and ensure continued compliance with these Terms. Your use of loca-toca Platform after any such amendment or change in the Terms shall be deemed as your express acceptance to such amended/changed terms and you also agree to be bound by such changed/amended Terms.

V. Provision of the services being offered by loca-toca

1. Loca-toca is constantly evolving in order to provide the best possible experience and information to its Customers. You acknowledge and agree that the form and nature of the Services which loca-toca provides, may require affecting certain changes in it, therefore, loca-toca reserves the right to suspend/cancel, or discontinue any or all products or services at any time without notice, make

modifications and alterations in any or all of its contents, products and services contained on the site without any prior notice.

2. We, the software, or the software application store that makes the software available for download may include functionality to automatically check for updates or upgrades to the software. Unless your device, its settings, or computer software does not permit transmission or use of upgrades or updates, you agree that we, or the applicable software or software application store, may provide notice to you of the availability of such upgrades or updates and automatically push such upgrade or update to your device or computer from time-to-time. You may be required to install certain upgrades or updates to the software in order to continue to access or use the Services, or portions thereof (including upgrades or updates designed to correct issues with the Services). Any updates or upgrades provided to you by us under the Terms shall be considered part of the Services.
3. You acknowledge and agree that if loca-toca disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content, which is contained in your account.
4. You acknowledge and agree that while loca-toca may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services, loca-toca may set such fixed upper limits at any time, at loca-toca's discretion.
5. By using loca-toca's Services you agree to the following disclaimers:
 - The Content on these Services is for informational purposes only. Loca-toca disclaims any liability for any information that may have become outdated since the last time the particular piece of information was updated. Loca-toca reserves the right to make changes and corrections to any part of the Content on these Services at any time without prior notice. Loca-toca does not guarantee the quality of the Goods, the prices listed in menus or the availability of all menu items at any Restaurant/Merchant. Unless stated otherwise, all pictures and information contained on these Services are believed to be owned by or licensed to loca-toca. Please email a takedown request (by using the "Contact Us" link on the home page) to the webmaster if you are the copyright owner of any Content on these Services and you think the use of the above material violates Your copyright in any way. Please indicate the exact URL of the webpage in your request. All images shown here have been digitized by loca-toca. No other party is authorized to reproduce or republish these digital versions in any format whatsoever without the prior written permission of loca-toca.
 - Any certification, licenses or permits ("Certification") or information in regard to such Certification that may be displayed on the Restaurant's listing page or Nutrition Products' listing on the loca-toca Platform is for informational purposes only. Such Certification is displayed by loca-toca on an 'as available' basis that is provided to loca-toca by the Restaurant partner(s)/Merchant(s). loca-toca does not make any warranties about the validity, authenticity, reliability and accuracy of such Certification or any information displayed in this regard. Any reliance by a Customer upon the

Certification or information thereto shall be strictly at such Customer's own risk and Loca-toca in no manner shall assume any liability whatsoever for any losses or damages in connection with the use of this information or for any inaccuracy, invalidity or discrepancy in the Certification or non-compliance of any applicable local laws or regulations by the Restaurant partner/Merchant.

6. Loca-toca reserves the right to charge a subscription and/or membership and/or a convenience fee from a Customer, by giving reasonable prior notice, in respect of any product, service or any other aspect of the loca-toca Platform anytime in future.
7. Loca-toca may from time to time introduce referral and/or incentive based programs for its Customers (Program). These Program(s) may be governed by their respective terms and conditions. By participating in the Program, Customers are bound by the Program terms and conditions as well as the loca-toca Platform terms. Further, loca-toca reserves the right to terminate / suspend the Customer's account and/or credits / points earned and/or participation of the Customer in the Program if loca-toca determines in its sole discretion that the Customer has violated the rules of the Program and/or has been involved in activities that are in contravention of the Program terms and/or loca-toca Platform terms or has engaged in activities which are fraudulent / unlawful in nature. Furthermore, loca-toca reserves the right to modify, cancel and discontinue its Program without notice to the Customer.

2. Others Terms

a. In order to connect you to certain restaurants, we provide value added telephony services through our phone lines, which are displayed on the specific restaurant listing page on the loca-toca Platform, which connect directly to restaurants' phone lines. We record all information regarding this call including the voice recording of the conversation between you, and the restaurant (for internal billing tracking purposes and customer service improvement at the restaurant's end). If you do not wish that your information be recorded in such a manner, please do not use the telephone services provided by loca-toca. You explicitly agree and permit loca-toca to record all this information when you avail the telephony services through the loca-toca provided phone lines on the loca-toca Platform.

b. You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

c. You agree to use the data owned by loca-toca (as available on the Services or through any other means like API etc.) only for personal use/purposes and not for any commercial use (other than in accordance with 'Claim Your Business Listing' access) unless agreed to by/with loca-toca in writing.

d. You agree not to access (or attempt to access) any of the Services by any means other than the interface that is provided by loca-toca, unless you have been specifically allowed to do so, by way of a separate agreement with loca-toca. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

e. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). You shall not delete or revise any material or information posted by any other Customer(s), shall not engage in spamming, including but not limited to any form of emailing, posting or messaging that is unsolicited.

VI. Content

1. Ownership of loca-toca Content and Proprietary Rights

a. We are the sole and exclusive copyright owners of the Services and our Content. We also exclusively own the copyrights, trademarks, service marks, logos, trade names, trade dress and other intellectual and proprietary rights throughout the world (the "IP Rights") associated with the Services and loca-toca Content, which may be protected by copyright, patent, trademark and other applicable intellectual property and proprietary rights and laws. You acknowledge that the Services contain original works and have been developed, compiled, prepared, revised, selected, and arranged by us and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of us and such others. You further acknowledge that the Services may contain information which is designated as confidential by loca-toca and that you shall not disclose such information without loca-toca's prior written consent.

b. You agree to protect loca-toca's proprietary rights and the proprietary rights of all others having rights in the Services during and after the term of this agreement and to comply with all reasonable written requests made by us or our suppliers and licensors of content or otherwise to protect their and others' contractual, statutory, and common law rights in the Services. You acknowledge and agree that loca-toca (or loca-toca's licensors) own all legal right, title and interest in and to the Services, including any IP Rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated as confidential by loca-toca and that you shall not disclose such information without loca-toca's prior written consent. Unless you have agreed otherwise in writing with loca-toca, nothing in the Terms gives you a right to use any of loca-toca's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

c. You agree not to use any framing techniques to enclose any trademark or logo or other proprietary information of loca-toca; or remove, conceal or obliterate any copyright

or other proprietary notice or source identifier, including without limitation, the size, colour, location or style of any proprietary mark(s). Any infringement shall lead to appropriate legal proceedings against you at an appropriate forum for seeking all available/possible remedies under applicable laws of the country of violation. You cannot modify, reproduce, publicly display or exploit in any form or manner whatsoever any of the loca-toca's Content in whole or in part except as expressly authorized by loca-toca.

5. Content Removal

We reserve the right, at any time and without prior notice, to remove, block, or disable access to any Content that we, for any reason or no reason, consider to be objectionable, in violation of the Terms or otherwise harmful to the Services or our Customers in our sole discretion. Subject to the requirements of applicable law, we are not obligated to return any of Your Content to you under any circumstances. Further, the Restaurant reserves the right to delete any images and pictures forming part of Customer Content, from such Restaurant's listing page at its sole discretion.

6. Third Party Content and Links

a. Some of the content available through the Services may include or link to materials that belong to third parties, such as third party reservation services or online food delivery/ordering. Please note that your use of such third party services will be governed by the terms of service and privacy policy applicable to the corresponding third party. We may obtain business addresses, phone numbers, and other contact information from third party vendors who obtain their data from public sources.

b. We have no control over, and make no representation or endorsement regarding the accuracy, relevancy, copyright compliance, legality, completeness, timeliness or quality of any product, services, advertisements and other content appearing in or linked to from the Services. We do not screen or investigate third party material before or after including it on our Services.

c. We reserve the right, in our sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any portion of the content accessible on the Services. Where appropriate, we may in our sole discretion and without any obligation, verify any updates, modifications, or changes to any content accessible on the Services, but shall not be liable for any delay or inaccuracies related to such updates. You acknowledge and agree that loca-toca is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

d. Third party content, including content posted by our Customers, does not reflect our views or that of our parent, subsidiary, affiliate companies, branches, employees, officers, directors, or shareholders. In addition, none of the content available through the

Services is endorsed or certified by the providers or licensors of such third party content. We assume no responsibility or liability for any of Your Content or any third party content.

e. You further acknowledge and agree that loca-toca is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources. Without limiting the generality of the foregoing, we expressly disclaim any liability for any offensive, defamatory, illegal, invasive, unfair, or infringing content provided by third parties.

7. Customer Reviews

a. Customer reviews or ratings for Restaurants do not reflect the opinion of loca-toca. Loca-toca receives multiple reviews or ratings for Restaurants by Customers, which reflect the opinions of the Customers. It is pertinent to state that each and every review posted on loca-toca is the personal opinion of the Customer/reviewer only. Loca-toca is a neutral platform, which solely provides a means of communication between Customers/reviewers including Customers or restaurant owners/representatives with access to restaurant business page. The advertisements published on the loca-toca Platform are independent of the reviews received by such advertisers.

VII. Content guidelines and privacy policy

1. Content Guidelines

You represent that you have read, understood and agreed to our Guidelines and Polices related to Content

2. Privacy Policy

You represent that you have read, understood and agreed to our Privacy Policy. Please note that we may disclose information about you to third parties or government authorities if we believe that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms and Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process/notice served on us; or (iv) protect our rights, reputation, and property, or that of our Customers, affiliates, or the general public

VIII. Restrictions on use

1. Without limiting the generality of these Terms, in using the Services, you specifically agree not to post or transmit any content (including review) or engage in any activity that, in our sole discretion:
 - a. Violate our Guidelines and Policies;
 - b. Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, discriminatory, vulgar, profane, obscene, libellous, hateful or otherwise objectionable, invasive of another's privacy, relating or encouraging money laundering or gambling;
 - c. Constitutes an inauthentic or knowingly erroneous review, or does not address the goods and services, atmosphere, or other attributes of the business you are reviewing.
 - d. Contains material that violates the standards of good taste or the standards of the Services;
 - e. Violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;
 - f. Accuses others of illegal activity, or describes physical confrontations;
 - g. Alleges any matter related to health code violations requiring healthcare department reporting. Refer to our Guidelines and Policies for more details about health code violations.
 - h. Is illegal, or violates any federal, state, or local law or regulation (for example, by disclosing or trading on inside information in violation of securities law);
 - i. Attempts to impersonate another person or entity;
 - j. Disguises or attempts to disguise the origin of Your Content, including but not limited to by: (i) submitting Your Content under a false name or false pretences; or (ii) disguising or attempting to disguise the IP address from which Your Content is submitted;
 - k. Constitutes a form of deceptive advertisement or causes, or is a result of, a conflict of interest;
 - l. Is commercial in nature, including but not limited to spam, surveys, contests, pyramid schemes, postings or reviews submitted or removed in exchange for payment, postings or reviews submitted or removed by or at the request of the business being reviewed, or other advertising materials;

- m. Asserts or implies that Your Content is in any way sponsored or endorsed by us;
- n. Contains material that is not in English or, in the case of products or services provided in foreign languages, the language relevant to such products or services;
- o. Falsely states, misrepresents, or conceals your affiliation with another person or entity;
- p. Accesses or uses the account of another customer without permission;
- q. Distributes computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment;
- r. Interferes with, disrupts, or destroys the functionality or use of any features of the Services or the servers or networks connected to the Services;
- s. "Hacks" or accesses without permission our proprietary or confidential records, records of another Customer, or those of anyone else;
- t. Violates any contract or fiduciary relationship (for example, by disclosing proprietary or confidential information of your employer or client in breach of any employment, consulting, or non-disclosure agreement);
- u. Decompiles, reverse engineers, disassembles or otherwise attempts to derive source code from the Services;
- v. Removes, circumvents, disables, damages or otherwise interferes with security-related features, or features that enforce limitations on use of, the Services;
- w. Violates the restrictions in any robot exclusion headers on the Services, if any, or bypasses or circumvents other measures employed to prevent or limit access to the Services;
- x. Collects, accesses, or stores personal information about other Customers of the Services;
- y. Is posted by a bot;
- z. Harms minors in any way;
- aa. Threatens the unity, integrity, defense, security or sovereignty of India or of the country of use, friendly relations with foreign states, or public order or causes

incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;

ab. Modifies, copies, scrapes or crawls, displays, publishes, licenses, sells, rents, leases, lends, transfers or otherwise commercialize any rights to the Services or Our Content; or

ac. Attempts to do any of the foregoing.

ad. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person;

2. You acknowledge that loca-toca has no obligation to monitor your – or anyone else's – access to or use of the Services for violations of the Terms, or to review or edit any content. However, we have the right to do so for the purpose of operating and improving the Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with the Terms and to comply with applicable law or the order or requirement of legal process, a court, consent decree, administrative agency or other governmental body
3. You hereby agree and assure loca-toca that the loca-toca Platform/Services shall be used for lawful purposes only and that you will not violate laws, regulations, ordinances or other such requirements of any applicable Central, Federal State or local government or international law(s). You shall not upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam mail, chain letters or any other form of solicitation, encumber or suffer to exist any lien or security interest on the subject matter of these Terms or to make any representation or warranty on behalf of loca-toca in any form or manner whatsoever.
4. Any Content uploaded by you, shall be subject to relevant laws of India and of the country of use and may be disabled, or and may be subject to investigation under applicable laws. Further, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the loca-toca Platform, loca-toca shall have the right to immediately block your access and usage of the loca-toca Platform and loca-toca shall have the right to remove any non-compliant content and or comment forthwith, uploaded by you and shall further have the right to take appropriate recourse to such remedies as would be available to it under various statutes.

IX. Customer feedback

1. If you share or send any ideas, suggestions, changes or documents regarding loca-toca's existing business ("Feedback"), you agree that (i) your Feedback does not contain the confidential, secretive or proprietary information of third parties, (ii) loca-toca is under no obligation of confidentiality with respect to such

Feedback, and shall be free to use the Feedback on an unrestricted basis (iii) loca-toca may have already received similar Feedback from some other Customer or it may be under consideration or in development, and (iv) By providing the Feedback, you grant us a binding, non-exclusive, royalty-free, perpetual, global license to use, modify, develop, publish, distribute and sublicense the Feedback, and you irrevocably waive, against Loca-toca and its Customers any claims/assertions, whatsoever of any nature, with regard to such Feedback.

2. Please provide only specific Feedback on loca-toca's existing products or marketing strategies; do not include any ideas that loca-toca's policy will not permit it to accept or consider.
3. Notwithstanding the abovementioned clause, loca-toca or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new or improved products or technologies, product enhancements, processes, materials, marketing plans or new product names. Please do not submit any unsolicited ideas, original creative artwork, suggestions or other works ("Submissions") in any form to loca-toca or any of its employees.
4. The purpose of this policy is to avoid potential misunderstandings or disputes when Loca-toca's products or marketing strategies might seem similar to ideas submitted to Loca-toca. If, despite our request to not send us your ideas, you still submit them, then regardless of what your letter says, the following terms shall apply to your Submissions.
5. Terms of Idea Submission
You agree that: (1) your Submissions and their Contents will automatically become the property of loca-toca, without any compensation to you; (2) Loca-toca may use or redistribute the Submissions and their contents for any purpose and in any way; (3) there is no obligation for Loca-toca to review the Submission; and (4) there is no obligation to keep any Submissions confidential.

X. Additional Terms and Conditions for Customers using the various services offered by Loca-toca:

1. ONLINE ORDERING:

a. loca-toca provides online ordering services by entering into contractual arrangements with restaurant partners ("**Restaurant Partners**") and Stores (as defined below) on a principal-to-principal basis for the purpose of listing their menu items or the Products (as defined below) for online ordering by the Customers on the loca-toca Platform.

b. The Customers can access the menu items or Products listed on the loca-toca Platform and place online orders against the Restaurant Partner(s)/Store(s) through loca-toca.

c. Your request to order food and beverages or Products from a Restaurant Partner or a Store page on the loca-toca Platform shall constitute an unconditional and irrevocable

authorization issued in favour of loca-toca to place online orders for food and beverages or Products against the Restaurant Partner(s)/Store(s) on your behalf.

d. Delivery of an order placed by you through the Loca-toca Platform may either be undertaken directly by the Restaurant Partner or the Store against whom you have placed an order, or facilitated by Loca-toca through third-party who may be available to provide delivery services to you (“**Delivery Partners**”). In both these cases, Loca-toca is merely acting as an intermediary between you and the Delivery Partners, or you and the Restaurant Partner or the Store, as the case may be.

e. The acceptance by a Delivery Partner of undertaking delivery of your order shall constitute a contract of service under the Consumer Protection Act, 2019 or any successor legislations, between you and the Delivery Partner, to which Loca-toca is not a party under any applicable law. It is clarified that Loca-toca does not provide any delivery or logistics services and only enables the delivery of food and beverages or Products ordered by the Customers through the Loca-toca Platform by connecting the Customers with the Delivery Partners or the Restaurant Partners or the Store, as the case may be.

f. Where Loca-toca is facilitating delivery of an order placed by you, Loca-toca shall not be liable for any acts or omissions on part of the Delivery Partner including deficiency in service, wrong delivery of order, time taken to deliver the order, order package tampering, etc.

g. You may be charged a delivery fee for delivery of your order by the Delivery Partner or the Restaurant Partner or the Store, as the Delivery Partner or the Restaurant Partner or the Store may determine (“**Delivery Charges**”). You agree that Loca-toca is authorized to collect, on behalf of the Restaurant Partner or the Delivery Partner or the Store, the Delivery Charges for the delivery service provided by the Restaurant Partner or the Store or the Delivery Partner, as the case may be. The Delivery Charges may vary from order to order, which may be determined on multiple factors which shall include but not be limited to Restaurant Partner / Store, order value, distance, time of the day. Loca-toca will inform you of the Delivery Charges that may apply to you, provided you will be responsible for Delivery Charges incurred for your order regardless of your awareness of such Delivery Charges.

h. In addition to the Delivery Charges, you may also be charged an amount towards delivery surge for delivery of your order facilitated by the Delivery Partner or the Restaurant Partner or the Store, which is determined on the basis of various factors including but not limited to distance covered, time taken, demand for delivery, real time analysis of traffic and weather conditions, seasonal peaks or such other parameters as may be determined from time to time (“**Delivery Surge**”). You agree that Loca-toca is authorized to collect, on behalf of the Restaurant Partner or the Delivery Partner or the Store, the Delivery Surge for the delivery service provided by the Restaurant Partner or the Store or the Delivery Partner, as the case may be. The Delivery Surge may vary from order to order, which may be determined on multiple factors which shall include but

not be limited to Restaurant Partner / Store, order value, distance, demand during peak hours. Loca-toca will use reasonable efforts to inform you of the Delivery Surge that may apply to you, provided you will be responsible for Delivery Surge incurred for your order regardless of your awareness of such Delivery Surge.

A. Online Ordering with Restaurant Partners:

a. All prices listed on the Loca-toca Platform are provided by the Restaurant Partner at the time of publication on the Loca-toca Platform and have been placed as received from the Restaurant Partner. While we take great care to keep them up to date, the final price charged to you by the Restaurant Partner may change at the time of delivery. In the event of a conflict between price on the Loca-toca Platform and price charged by the Restaurant Partner, the price charged by the Restaurant Partner shall be deemed to be the correct price except Delivery Charge of Loca-toca.

b. Pickup/Takeaway: When You opt for a Pickup/Takeaway (as defined below) You agree to be solely liable to ensure compliance with the conditions governing the Takeaway at the time of placing the Order, and Loca-toca shall not be liable in any manner in this regard. For the purpose of clarity, Pickup (in India)/Takeaway (in all other jurisdictions) would mean where a Restaurant Partner has agreed to provide an option to the Customers to collect the Order themselves from the Restaurant Partner on which such an Order is placed. Loca-toca accepts no liability associated with food preparation by the Restaurant Partner accepting the Order, and all food preparation and hand over through Takeaway are the sole responsibility of the Restaurant Partner accepting the Order. The Pickup/Takeaway times for collection are provided by the Restaurant Partner and are only estimates.

i. Delay on the Promise Time is for unforeseen reasons eg. strikes, natural disaster, Restaurant Partner's inability to provide the Order.

ii. You change, edit, modify or cancel such Order or do any such act that has the effect of changing, editing or modifying such Order including but not limited to adding or changing the items ordered, receiving delivery at a location other than the one indicated at the time of placing of the Order etc.

iii. You indulge in actions intended to delay the Order including but not limited to asking the Delivery Partner to delay the Order, becoming unresponsive on call etc.

iv. The order is a bulk Order (as per Loca-toca's standard order size)

For the purpose of this clause, words capitalized shall have the following meaning: "**Promise Time**" shall mean the time period between the Restaurant Partner accepting the Order and the Delivery Partner reaching within 50 metre radius from Your location or first barrier point (security guard/reception etc.) whichever is further. "**Coupon**" shall mean one- time code generated by Loca-toca for delay in Promise Time to be used as per applicable conditions.

E. General Terms and Conditions

a. Loca-toca is not a manufacturer, seller or distributor of food and beverages or Products and merely places an order against the Restaurant Partner(s)/Store(s) on behalf of the Customers pursuant to the unconditional and irrevocable authority granted by the Customers to Loca-toca, and facilitates the sale and purchase of food and beverages or Products between Customers and Restaurant Partners/Store(s), under the contract for sale and purchase of food and beverages or Products between the Customers and Restaurant Partners/Store(s).

b. Loca-toca shall not be liable for any acts or omissions on part of the Restaurant Partner/Store(s) including deficiency in service, wrong delivery of order / order mismatch, quality, incorrect pricing, deficient quantity, time taken to prepare or deliver the order, etc.

c. The Restaurant Partner(s)/Store(s) shall be solely responsible for any warranty/guarantee of the food and beverages or Products sold to the Customer and in no event shall be the responsibility of Loca-toca.

d. For the Customers in India, it is hereby clarified by Loca-toca that the liability of any violation of the applicable rules and regulations made thereunder shall solely rest with the sellers/brand owners, vendors, Restaurant Partner(s)/Store(s), importers or manufacturers of the food products, Products or any Pre Packed Goods accordingly. For the purpose of clarity Pre-Packed Goods shall mean the food and beverages items which is placed in a package of any nature, in such a manner that the contents cannot be changed without tampering it and which is ready for sale to the customer or as may be defined under the Food Safety and Standards Act, 2006 from time to time.

e. Please note that some of the food and beverages or Products may be suitable for certain ages only. You should check the dish you are ordering and read its description, if provided, prior to placing your order. Loca-toca shall not be liable in the event the food and beverages or the Product ordered by You does not meet your dietary or any other requirements and/or restrictions.

f. While placing an order you shall be required to provide certain details, including without limitation, contact number and delivery address. You agree to take particular care when providing these details and warrant that these details are accurate and complete at the time of placing an Order. By providing these details, you express your acceptance to Loca-toca's terms and privacy policies.

g. You or any person instructed by you shall not resell food and beverages or Products purchased via the Loca-toca Platform.

h. The total price for food ordered, including the Delivery Charges and other charges, will be displayed on the Loca-toca Platform when you place your order, which may be

rounded up to the nearest amount. Customers shall make full payment towards such food or Products ordered via the Loca-toca Platform.

i. Any amount that may be charged to you by Loca-toca over and above the order value, shall be inclusive of applicable taxes.

j. Delivery periods/Takeaway time quoted at the time of ordering are approximate only and may vary.

k. Personal Promo code can only be used by You subject to such terms and conditions set forth by Loca-toca from time to time.

l. Cancellation and refund policy:

i. You acknowledge that (1) your cancellation, or attempted or purported cancellation of an Order or (2) cancellation due to reasons not attributable to Loca-toca, that is, in the event you provide incorrect particulars, contact number, delivery address etc., or that you were unresponsive, not reachable or unavailable for fulfillment of the services offered to you, shall amount to breach of your unconditional and irrevocable authorization in favour of Loca-toca to place that Order against the Restaurant Partners/Store(s) on your behalf ("**Authorization Breach**"). In the event you commit an Authorization Breach, you shall be liable to pay the liquidated damages of an amount equivalent to the Order Value. You hereby authorize Loca-toca to deduct or collect the amount payable as liquidated damages through such means as Loca-toca may determine in its discretion, including without limitation, by deducting such amount from any payment made towards your next Order

ii. There may be cases where Loca-toca 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 Loca-toca, Restaurant Partner/Store or Delivery Partner. In such cases, Loca-toca 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.

iii. No replacement / refund / or any other resolution will be provided without Restaurant Partner's/Store(s)' permission.

iv. 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.

v. You shall not be entitled to a refund in case instructions placed along with the Order are not followed in the form and manner You had intended. Instructions are followed by the Restaurant Partner /Store on a best-efforts basis.

vi. All refunds shall be processed in the same manner as they are received, unless refunds have been provided to You in the form of credits, refund amount will reflect in your account based on respective banks policies.

2. FOOD HYGIENE RATINGS:

a. The Food Hygiene Ratings ("Hygiene Rating(s)") is an initiative of Loca-toca in partnership with certified auditors ("Hygiene Auditor(s)") to audit restaurants. The Customer acknowledges that Loca-toca is merely acting as a facilitator in the hygiene audit process and does not conduct any hygiene audit by itself.

b. The Customer understands and agrees that the Hygiene Rating(s) displayed on the Loca-toca Platform are for informational purposes only and merely indicate the hygiene standards of a restaurant at the time such audit is conducted by the Hygiene Auditor(s). The Hygiene Rating(s) shall not be deemed to be an indicator to the food quality standards maintained by a restaurant.

c. Validity:

i. The validity of the Hygiene Rating(s) displayed on the Loca-toca Platform shall be for a period of six (6) or twelve (12) months, as the case may be, from the date of last audit as displayed on the Loca-toca Platform.

ii. Loca-toca reserves the right to remove the Hygiene Rating(s) for a restaurant upon expiry of the validity of the Hygiene Rating(s), without any prior intimation to the Customer.

d. Disclaimer and Liability:

i. The Hygiene Rating(s) that are displayed on the Loca-toca Platform are on an 'as available' basis, based on the data provided to Loca-toca by the Hygiene Auditor(s) for a restaurant and Loca-toca disclaims all warranties with respect to the Hygiene Rating(s) or any information displayed in this regard on the Loca-toca Platform.

ii. Any actions taken by a Customer relying upon the Hygiene Rating(s) or any information displayed in this regard on the Loca-toca Platform shall be strictly at such Customer's own risk and Loca-toca shall in no manner be held liable for any losses or damages that may arise in connection with the use of this information or any inaccuracy, invalidity or discrepancy in the Hygiene Rating(s). Loca-toca expressly disclaims all liabilities that may arise in connection to the reliance by a Customer on such Hygiene Rating(s) including without limitation, any consumption of food or any other items served at a restaurant, or any other services that may be provided by a restaurant.

iii. Loca-toca shall under no circumstances be held liable if a restaurant does not display the correct and accurate Hygiene Rating(s) on its restaurant premises, website or any other platform.

e. The Customer acknowledges that the Hygiene Rating(s) as displayed on the Loca-toca Platform shall under no circumstances be construed to be a proof of the hygiene standards or practices that are being adopted by the restaurant and such Hygiene

Rating(s) shall not be used as evidence in a court of law or governmental authority or disputed in any manner whatsoever. The Customer further understands that the restaurant is solely responsible to maintain the hygiene and food safety standards in compliance with the applicable laws.

f. Contact Us: You may contact us at hygiene@loca-toca.com for any further queries with regard to Hygiene Ratings.

XI. Termination of your access to the services

1. You can delete your account at any time by contacting us via the "Contact Us" link at the bottom of every page or by following this process: Go to Profile > Setting > Security > click on the 'Delete Account' button and ceasing further use of the Services.
2. We may terminate your use of the Services and deny you access to the Services in our sole discretion for any reason or no reason, including your: (i) violation of these Terms; or (ii) lack of use of the Services. You agree that any termination of your access to the Services may be affected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and/or bar any further access to your account or the Services. If you use the Services in violation of these Terms, we may, in our sole discretion, retain all data collected from your use of the Services. Further, you agree that we shall not be liable to you or any third party for the discontinuation or termination of your access to the Services

XII. General terms

1. Interpretation:

The section and subject headings in these Terms are included for reference only and shall not be used to interpret any provisions of these Terms.

2. Entire Agreement and Waiver:

The Terms, together with the 'Privacy Policy' and 'Guidelines and Policies', shall constitute the entire agreement between you and us concerning the Services. No failure or delay by us in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of that right or the exercise of any other right, power or privilege.

3. Severability:

If any provision of these Terms is deemed unlawful, invalid, or unenforceable by a judicial court for any reason, then that provision shall be deemed severed from these Terms, and the remainder of the Terms shall continue in full force and effect.

(a) For all Customers: YOU MUST COMMENCE ANY LEGAL ACTION AGAINST US WITHIN ONE (1) YEAR AFTER THE ALLEGED HARM INITIALLY OCCURS. FAILURE TO COMMENCE THE ACTION WITHIN THAT PERIOD SHALL FOREVER BAR ANY CLAIMS OR CAUSES OF ACTION REGARDING THE SAME FACTS OR OCCURRENCE, NOTWITHSTANDING ANY STATUTE OF LIMITATIONS OR OTHER LAW TO THE CONTRARY. WITHIN THIS PERIOD, ANY FAILURE BY US TO ENFORCE OR EXERCISE ANY PROVISION OF THESE TERMS OR ANY RELATED RIGHT SHALL NOT CONSTITUTE A WAIVER OF THAT RIGHT OR PROVISION.

4. Carrier Rates may Apply:

By accessing the Services through a mobile or other device, you may be subject to charges by your Internet or mobile service provider, so check with them first if you are not sure, as you will be solely responsible for any such costs incurred.

5. Linking and Framing:

You may not frame the Services. You may link to the Services, provided that you acknowledge and agree that you will not link the Services to any website containing any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information or that violates any intellectual property, proprietary, privacy, or publicity rights. Any violation of this provision may, in our sole discretion, result in termination of your use of and access to the Services effective immediately.

XIII. Contact Us:

1. Details of the Company

- Legal Entity Name: Loca-toca Technologies Private Limited
- CIN: U72900KA2021PTC148906
- Registered Address: No. G-005 Ground Floor, Gamma Block Sigma Soft Tech Park, No-07, Ramagondanahalli, Varthur Hobli, Bengaluru, Karnataka 560066
- Corporate Address: No. G-005 Ground Floor, Gamma Block Sigma Soft Tech Park, No-07, Ramagondanahalli, Varthur Hobli, Bengaluru, Karnataka 560066
Details of website and Application: www.loca-toca.com (“Website”) and “Loca-toca” application for mobile and handheld devices
- Contact Details: info@locatoca.com

a. Customer Care Channels

- For any order related issue, you may first reach out to us via chat support on the Loca-toca app for real time basis resolution.
- You may write to us at info@loca-toca.com and we will strive to resolve your query

Please note: Loca-toca does not solicit confidential information such as OTP/CVV/PIN NUMBER/Card number either through call or mail or any other means. Please do not reveal these details to fraudsters and imposters claiming to be calling on Loca-toca's behalf. **You may report such suspicious activities** to order@loca-toca.com.