

TERMS OF USE

1. GENERAL

- 1.1 The following document contains the terms and conditions (the **Terms**) on the basis of which you may use the MonkeyBox web application (the **Website**) and purchase the products of Novo Labs Technology Private Limited, a company duly incorporated under the Companies Act, 2013 and having its registered office at 10, 5th Block A, Koramangla, Bangalore Karnataka, India – 560095 (**MonkeyBox**).
- 1.2 We request you to kindly read these terms thoroughly before using the Website and ordering our products. By virtue of using the Website, you shall be deemed to have entered into the following binding agreement with MonkeyBox, and you agree to comply with, and be legally bound by each of the terms and conditions contained herein, as well as any policies that are incorporated by reference in these Terms, whether or not you become a registered user of the Website in order to purchase our products. For avoidance of doubt, it is clarified that each time you place an order for a meal on the Website, you agree to be bound by the terms and conditions set out herein. If you do not agree with these Terms, please close the Website and cease browsing further immediately.
- 1.3 You agree and acknowledge that the Terms may be amended unilaterally by MonkeyBox from time to time, and such amendments shall each be binding on you. It shall be your obligation to periodically visit this document and apprise yourself of any amendments.
- 1.4 This document is an electronic record as prescribed under the Information Technology Act, 2000. You hereby agree and acknowledge that this document does not require any physical or digital signatures, and your use of the Website is sufficient evidence of your acceptance of the terms and conditions set out herein, as required under the Indian Contract Act, 1872 and the Information Technology Act, 2000.
- 1.5 For the purposes of these Terms, wherever the context so requires, the terms **you** or **user** shall mean any natural or legal person who has downloaded the Website and is using the same. The term **we**, **us** and **our** shall refer to MonkeyBox.

2. THE WEBSITE

- 2.1 The Website is owned and managed, operated and maintained by MonkeyBox. All content on the Website, including logos, information, photos, etc. is either owned by MonkeyBox or MonkeyBox has obtained adequate licenses in order to use the same. As long as you comply with the Terms, we grant you a personal, non-exclusive, non-transferable, limited right to only use the Website in accordance with the Terms, revocable at any time at our discretion.
- 2.2 MonkeyBox may, at its sole discretion, make any changes to the Website, including its functionalities, content display, and the like, without providing notice to you.
- 2.3 MonkeyBox shall be entitled, at its discretion, to suspend the Website for reasons it deems fit, including repairs, upgrades, developments, etc. and shall not, in any manner, be liable to you for

any damages, losses, costs or expenses arising from or in connection with such suspension or lack of availability of the Website.

- 2.4 You may use the Website for the sole purpose of placing orders for the delivery of foods for your wards at their schools, in accordance with the instructions provided on the Website.

3. USER REGISTRATION

- 3.1 In order to purchase the meals, you will need to register yourself on the Website as a user.

- 3.2 By registering on the Website as a user, you hereby represent and warrant that you are:

- (a) competent to contract under the Indian Contract Act, 1872;
- (b) at least 18 years old; and
- (c) not in any manner, prohibited by applicable law to enter into an agreement with us on these Terms for the purchase of the meals.

- 3.3 You hereby represent and warrant that the information provided by you to MonkeyBox at the time of registration and thereafter is true and accurate in its entirety. Further, you warrant that you shall forthwith notify MonkeyBox of any amendments to the information provided, or if any information provided to MonkeyBox ceases to be true.

- 3.4 You shall be solely responsible to ensure that the registration details of your account with MonkeyBox, including your password, are kept confidential and secure.

- 3.5 In the event of a breach by you of these Terms or for any reason whatsoever, MonkeyBox may:

- (a) disallow your application to register yourself on the Website;
- (b) upon registration, suspend your registration as well as access to Website.

4. ORDERS AND DELIVERIES

- 4.1 You may use the Website to order meals for your wards based on the menu by us on the Website. You will be required to choose from the available options for subscription and place your order in accordance with the options provided on the Website.

- 4.2 You acknowledge that we are only able to deliver meals to a select set of schools across the country. A list of schools where we deliver our meals may be found [here](#).

5. PRICE AND PAYMENTS

- 5.1 The prices of the meals specified on the Website include all applicable taxes and charges of delivery. You agree and acknowledge that the prices of the meals and the delivery charges are liable to change from time to time at our sole discretion.
- 5.2 You may make payments only through our online payment gateway.
- 5.3 In case of payments made through the payment gateway, you agree and acknowledge that you are solely responsible for any damages or loss that may arise or you may incur, whether directly or indirectly, owing to insufficient authorization, you exceeding any credit limits, or your bank or payment provider declining to process the transaction for any reason whatsoever.
- 5.4 You hereby acknowledge and agree that we use third party payment gateways to process your payments, and MonkeyBox does not, itself provide any banking or financial service.

6. CANCELLATIONS AND REFUNDS

- 6.1 You may either cancel an existing subscription, or cancel an order for a particular day while your subscription is active.
- 6.2 If you cancel an existing subscription, you will be refunded the credit for all unordered meals through the same mode used by you to make the payment for the subscription, after deducting our cancellation fees and any bonus credit awarded to you by virtue of your subscription for the entire period.
- 6.3 If you do not wish to cancel your subscription but merely cancel an order for a particular day, you must inform us as soon as possible. If your cancellation request is accepted by the Website, we will allow you to use that order on a subsequent day as part of your subscription.
- 6.4 The Website will not accept your request to cancel an order in the event that the request is made beyond 6 AM on the day of the order. In such a case, the delivery will be made as requested, and your credit for such delivery will be deducted. Any cancellation beyond 6 AM can only be allowed at our sole discretion.

7. PRIVACY

Your privacy is important to us, and to this end, we have formulated a stringent Privacy Policy (accessible here and on our website) which sets out our practices and policies in relation to personal information (including sensitive personal data or information) collected, received, possessed, stored, deal with or handled by us. Please review the same and contact us if you have any questions.

8. YOUR OBLIGATIONS

You hereby agree and covenant that you shall, at all times, comply with the following obligations in relation to your use of the Website:

- 8.1 You agree not to use any algorithm, program or similar process, whether automatic or manual to, in any manner, copy, reproduce or circumvent the structure or presentation of the content on the Website, to obtain or attempt to obtain any data or information about the Website through any means other than that which has been purposely made available through the Website.
- 8.2 You agree not to gain or attempt to gain any unauthorized access to a part or feature of the Website through hacking, password mining, or any other illegitimate means.
- 8.3 You agree not to probe or test the vulnerabilities of the Website or any network connected to the Website, nor breach the authentication and security measures implemented by us in relation to the Website.
- 8.4 You agree not to gain or attempt to gain access, whether through tracing, reverse look-up, or any other means, any information on any other user of or visitor to the Website, or any other customer of MonkeyBox.
- 8.5 You agree not to use any software or hardware to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.
- 8.6 You may not use the Website for any purpose that is illegal or proscribed under these Terms.
- 8.7 You may not use the Website for any activity which infringes upon the rights of MonkeyBox.
- 8.8 You shall not make any negative, derogatory or defamatory statements about us, or the brand name, domain name, or Website, including the term MonkeyBox, or otherwise pursue any action or conduct that might damage the goodwill, image or reputation of MonkeyBox.
- 8.9 You shall not take any action that imposes an unreasonable or disproportionately large load on our systems or network infrastructure through your use of the Website or otherwise.
- 8.10 You shall not use the Website to host, display, upload, modify, publish, transmit, update or share any information that:
 - belongs to another person and to which you do not have any right;
 - is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - harm minors in any way;
 - infringes any patent, trademark, copyright or other proprietary or intellectual property rights;
 - violates any law for the time being in force;
 - deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - impersonate another person;

- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- threatens the unity, integrity, defence, security or sovereignty of India, 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.

8.11 You agree and acknowledge that no part of this Website, including any content, information, images, arrangements, menu items, price lists, etc. shall be reproduced, copied, republished, reposted, displayed, or distributed in any manner, whether in tangible or intangible form, without our prior written consent.

8.12 The meals that you order through the Website are intended only for the personal use of your ward, and you agree that you shall not engage in any resale of the meals delivered.

9. DISCLAIMERS OF LIABILITY

9.1 All meals provided by us is on an 'as is' and 'as available' basis. We hereby disclaim all warranties, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for purpose, and the like.

9.2 We make no representations or warranties of any kind, express or implied, as to the operation of this Website or the information, content, materials, or products shown on this Website. You expressly agree that your use of this Website is at your sole risk.

9.3 You are solely responsible to ensure the proper handling of the food once it is delivered to your ward. Both the title and risk in the products passes upon delivery, and MonkeyBox shall not be liable for any damage or loss caused or claims arising or resulting for any events occurring following our delivery, including (and not limited to), for example, the following:

- improper storage after delivery;
- use of unhygienic food utensils to consume the food delivered;
- the consumption of other edible items along with the food delivered;
- the consumption of the food items after the suggested period of consumption;
- any effects of the weather (including the heat) on the food once it is delivered.

You agree and acknowledge that it shall be your obligation to indemnify MonkeyBox against any such claims.

9.4 The food items that we deliver are, by their very nature, perishable. These items must be consumed within four hours of our delivery. You agree and acknowledge that we shall not be responsible for any claims, losses or damages resulting from your ward consuming food beyond such time.

9.5 We are in no position to verify whether a ward to whom the food is delivered is allergic to specific kinds of food items, and therefore, we cannot, in any manner, be held liable for any damage caused to the wards due to any allergic reaction. You hereby agree and acknowledge that you have consulted qualified medical professionals and experts to ensure that your ward is not allergic to any

and all of the food items that are made available on our menu, and you shall be solely responsible for any damage caused to your ward due to any adverse allergic reaction.

- 9.6 The food we provide is vegetarian. However, our menu has not been tailored specifically to the requirements of the followers of any religion. Therefore, some items do contain ingredients such as onion, garlic, mushrooms, etc. and other such items that you may not consume, in accordance with your beliefs. It shall be your sole responsibility to thoroughly inspect the menu before ordering.
- 9.7 While we have made our best efforts to ensure that all food items delivered to your ward is nutritional and healthy, the information provided on the Website is not, in any manner, intended to be used as a substitute for medical guidance. The diets of your ward must be designed only in consultation with your doctors and specialists. Nothing stated or presented on the Website or on our website or blog is intended to be a substitute for professional medical advice. Please consult your doctor should you have any questions relating to your diet.
- 9.8 The images and pictorial representations of the food set out on the Website are only indicative in nature. The actual food delivered may vary in terms of size, colour, presentation, etc.
- 9.9 We have made our best attempts to display the food items, pricing and nutritional information on our Website as accurately as possible. We do not guarantee, however, that all such information is accurate, and you hereby acknowledge the same. You shall remain solely responsible for any claims, losses or damages arising or resulting from your reliance therein.
- 9.10 We do not warrant that the Website, our servers, or any communication sent from them are, at all times, free of viruses or other harmful software. You agree that we shall not be responsible for any losses, damages or claims of any kind resulting from your use of the Website, including, but not limited to direct, indirect, incidental, punitive and consequential damages.
- 9.11 While we have made our best efforts to ensure delivery of the food items on time, you agree and acknowledge that time is not the essence of this agreement, and the delivery times provided on the Website are approximate only, and may vary according to the situation.

10. LIMITATION OF LIABILITY

You agree that our entire liability, and your sole remedy, in relation to any claims for losses, damages, etc. in relation to this Agreement shall be limited to the amount paid by you for the products delivered. In any event, you agree that we shall not be liable for any direct, indirect, incidental, special or consequential damages for any breach of these Terms.

11. INDEMNIFICATION

You hereby agree to indemnify, defend, and hold harmless MonkeyBox, as well as our employees, officers, directors, contractors, consultants, shareholders, representatives, successors and assigns, from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, lawyers' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and

costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether in law or equity, whether in tort, contract or otherwise, including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your consumption of the meals; (b) use of the Website; (b) any content you create, post, share or store on or through the Website, (c) your breach of these Terms, and (d) your violation of the rights of third parties. You agree to promptly notify us of any third party claims and cooperate with us in defending such claims. You further agree that we shall have full control of the defense or settlement of any third party claims.

12. FORCE MAJEURE

You agree that we shall not be responsible to you for any breach or delay in the performance of our obligations hereunder (including delays in delivery) if such breach or delay is caused due to a Force Majeure event, which shall include acts of God, terrorism, war, political insurgence, strikes, lockouts, riots, civil unrest, natural calamities, or man-made eventualities outside of our control.

13. ASSIGNMENT

You shall not be entitled to transfer or assign any of the rights under this Agreement, or delegate the performance of any of the duties hereunder, without our prior written consent.

14. SEVERABILITY

Should any part of these Terms be declared illegal or unenforceable, you shall cooperate with us in all ways open to you to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this Agreement. If any term or provision of these Terms shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a conditions precedent or as of the essence of this Agreement, or comprising an integral part of, or inseparable from the remainder of this Agreement.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and interpreted according to the laws of India. The Courts at Bangalore shall have jurisdiction over all disputes, controversy or claims between the Parties under this Agreement.