

## **Terms of Services**

This site is provided and created under the aegis of **Shradha (Parent Company of Charcoal Grill)**, ("**Shradha**") a Partnership Firm and having its Registered Office at 102A & B, Park Street, Kolkata 700017, which is the registered owner/license of the Website/Mobile App named "**Charcoal Grill**" dealing in retailing of food/food products and liquor etc. by way of retailer store and by online medium.

This document is an electronic record in terms of Information Technology Act, 2000 and Rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of the Information Technology (Intermediaries Guidelines) Rules 2011.

For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a user through the Website/Mobile App by providing Registration Data while registering on the Website/Mobile App or through any other medium as Registered User. **Shradha** allows the User to surf the Website/Mobile App or make purchases after registering on the Website/Mobile App. The term "We", "Us" and "Our" shall refer to **Shradha**.

### **1. Acceptance of Terms**

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 our Website/Mobile App **Charcoal Grill** but not limited to delivery of information via the Website/Mobile App whether existing now or in the future that links to the Terms.

These Terms are effective for all existing and future customers, including but without limitation to users having access to **Charcoal Grill**, Website/Mobile App to manage their online orders.

Please read these Terms carefully. By accessing or using the **Charcoal Grill** Website/Mobile App platform you are agreeing to these Terms and concluding a legally binding contract with us.

In order to use the Online Ordering 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 us in the user interface for any service; or
- Actually using the services. In this case, you understand and agree that we will treat your use of the services as acceptance of the Terms from that point onwards.

## **2. Purpose**

The purpose of the Online Ordering System is to provide a simple, convenient, and cost-effective service that enables you (and other customers) to place orders for the delivery or collection of food, liquor and/or other items (**the "Products"**) with us. You are granted a right to use the Online Ordering System pursuant to the Terms of Service which form a separate and leading binding agreement between you and us.

### **3. Disclaimer and Liability**

You hereby acknowledge and agree that the Online Ordering System is made available for use "as is" and "as available" and we make no representations and give no warranties of any kind whatsoever in relation to the Online Ordering System and that, without prejudice to the generality of the foregoing, we make no warranty or representation regarding, and shall have no responsibility for the accuracy, availability, reliability, security, fitness for purpose or performance or continuity of the Online Ordering System or the contents thereof. It is your sole responsibility to ensure that the Online Ordering System is suitable for your purposes.

You acknowledge and agree that to the extent permitted by applicable law, the Online Ordering System may at any time be modified or withdrawn, on a temporary or permanent basis, and wholly or in part, for any reason without notice, and we shall have no liability to you or any other party arising out of or in connection with such modification or withdrawal. We make no representation or warranty that the Online Ordering System will be uninterrupted or error free or that the Online Ordering System will be free of viruses. We do not warrant or represent that the Online Ordering System will meet your requirements or specifications, or that any errors or bugs in the Online Ordering System will be corrected.

All representations, warranties, guarantees, the terms and conditions whether express or implied by Statute or otherwise in relation to the Online Ordering System or the information contained therein (including any implied warranty of accuracy of data, non-infringement, merchantability or fitness for a particular purpose) are hereby excluded to the fullest extent permitted by applicable law. Our total aggregate liability to you whether in contract, tort (including negligence) under statute or otherwise arising out of or in connection with the Terms of Use, the Online Ordering System and/or the Products shall be limited to Rs.100/-.

#### **4. Product/Information Disclaimer**

**Shradha** has made every effort to display the products/information that appear on the Website/Mobile App as accurately as possible. However, in case of products, the actual image you see will depend on your monitor/gadget screen, we cannot guarantee that your gadget's display of any color will be accurate. In case of information, you should always contact with us for confirmation regarding the information displayed on the Website/Mobile App, in case you are required to act on it.

#### **5. Use of data**

If you enter your payment card details on the Online Ordering System, these details will be stored securely by a third party payment service provider. We do not have access to your payment card details, with the exception of the last 4 digits of your payment card number and the card expiry date which are used to identify your card and orders.

Where you provide your mobile phone number, your name and your address through the Online Ordering System we will be provided with this information so that we can complete your order.

#### **6. Third Party Sites**

The Online Ordering System may contain links to other websites. Such websites are not under our control and we are not responsible or liable for the practices, content or availability of such websites. The inclusion on the Online Ordering System of links to other websites does not imply any endorsement or sponsorship of the content or practices on such websites nor does it imply any affiliation or association between us and any operators of such websites.

If you decide to access a website through a link on the Online Ordering System, you do so at your own risk, and we will not be responsible or liable to you or any third party for

any loss, cost, damage or other liability arising out of or in connection with accessing, using or relying on the website or any content, goods, practices or services available on such website.

You are prohibited from linking to the Online Ordering System from any other business, service or other website.

## **7. Obligations and Limitations on Use**

The Online Ordering System is made available for access by you in our country of establishment and we make no representation or warranty that any information, materials or functionality included in the Online Ordering System is appropriate or available for use in any jurisdiction other than our country of establishment. You agree that any information provided by you on the Online Ordering System (including your name and contact details) is true, accurate, current and complete in all respects at the time it is provided and that you will update this information when subsequently using the Online Ordering System to the extent that it changes.

### **By using the Online Ordering System, you also agree that:**

- a. You will comply with the Terms of Use;
- b. You will not impersonate any other person or entity or use a false name or a name that you are not authorized to use on the Online Ordering System;
- c. For ordering liquor you are 21 years of age or older. For ordering any food/food product etc. age is no bar;
- d. you will pay in full for all Products ordered by you through the Online Ordering System;
- e. you will not use the Online Ordering System to place any speculative or false orders;
- f. you will not use the Online Ordering System to research our Products or the pricing of our Products;

- g. you will not use any automated systems, robots or software to extract data from the Online Ordering System;
- h. You acknowledge and agree that you may not use the Online Ordering System for any unlawful purpose, or any purpose that is not authorized by Shradha (Parent Company of Charcoal Grill) including without limitation;
- i. transmitting material that constitutes a criminal offence, results in civil liability or otherwise breaches any laws, regulations or codes of practice;
- j. interfering with any other persons use or enjoyment of the Online Ordering System;
- k. damaging, disabling or impairing the operation, functionality or availability of the Online Ordering System (including by knowingly or recklessly introducing to the Online Ordering System viruses, trojans, worms, logic bombs or other material which is malicious or harmful or attempting to gain unauthorized access to the Online Ordering System or to networks connected to it, through hacking, spoofing or any other means;
- l. distributing any unlawful, libelous, abusive, threatening, harmful, obscene or otherwise objectionable material on or through the Online Ordering System;
- m. You may not access the Online Ordering System for any commercial purposes (including for the purposes of copying or reproducing any material on the Online Ordering System, monitoring the availability, performance or functionality of the Online Ordering System, or for any other benchmarking or competitive purposes).

## **8. Orders & Payment**

It is your responsibility to ensure that each order for Products that you place through the Online Ordering System is correct prior to you submitting such order. All questions that you may have regarding products displayed on, or any orders you place through, the Online Ordering System should be directed to us using the Store's contact details available on our homepage.

Please note that any order that you place through the Online Ordering System is not accepted until you are sent an SMS confirming that we have received and accepted your

order (the "SMS"). This means that when the Online Ordering System states that your order has been confirmed, we may still (at our discretion) choose to decline your order until such time as you are sent the SMS. If we are unable to accept your order after it has been placed through the Online Ordering System, we will contact you to confirm this to you and return all payments made against it.

Please note that the inclusion of incorrect personal details by you when placing an order with us on the Online Ordering System may lead to delays in the completion of your order or mean that we are unable to complete your order. It is your responsibility to ensure that you have included your correct personal details on the Online Ordering System (including your delivery address and Telephone number) and we are not liable for any delay or failure to complete your order due to the inclusion of incorrect personal details on the Online Ordering System.

It is your responsibility to keep your mobile phone secure. You agree that you are responsible and liable for all orders and charges placed on the Online Ordering System via your mobile phone.

Please note that that you have to make full payment at the time of placing your order on the Online Ordering System.

We reserve the right at our discretion to change the products, and the prices of products, available on the Online Ordering System.

## **9. Communication**

You consent to us providing you with notices and other communications electronically either through the Online Ordering System or by other electronic means and you acknowledge that all contracts, notices, information, and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

## **10. Cancellation**

You cannot cancel your order once placed by you on the Online Ordering System. You acknowledge and agree that we may cancel an order placed by you on the Online Ordering System, either before or after acceptance of such order, where we believe that inaccurate information was provided as part of this order or where circumstances beyond our reasonable control occur which prevent or hinder completion of such order, including force majeure or natural calamities, heavy rainfall, lightening, flash floods, etc.

## **11. Termination**

Each of you and us may terminate the Terms of Use immediately at any time and without notice to the other. Upon such termination, you will not be entitled or permitted to access and use the Online Ordering System.

## **12. General Terms**

If any part of the Terms of Use is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the Terms of Use and shall not affect the validity and enforceability of any of the remaining provisions of the Terms of Use.

No failure or delay by us to exercise any right or remedy provided hereunder or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

You agree that no partnership, employment, or agency relationship exists between you and us as a result of the Terms of Use or your use of the Online Ordering System.

The Terms of Use constitute the entire agreement between you and us regarding the Online Ordering System and supersede and extinguish all prior agreements promises, assurances, warranties, representations and understandings between you and us regarding the Online Ordering System.

You may not assign, novate, or otherwise transfer the Terms of Use to any person without our prior written consent but you agree that we may assign, novate or otherwise transfer any of our rights or obligations under the Terms of Use to our affiliates or a party that acquires us.

### **13. Governing Law and Jurisdiction**

This user agreement shall be construed in accordance with the applicable laws in India. The Courts at Kolkata shall have exclusive jurisdiction in any proceedings arising out of this agreement. Any dispute or difference either in interpretation or otherwise, of any terms of this User Agreement between the parties hereto, the same shall be referred to an independent arbitrator who will be appointed by Shradha (Parent Company of Charcoal Grill) and his decision shall be final and binding on the parties hereto. The above arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held in Kolkata The High Court at Kolkata alone shall have the jurisdiction and the laws of India shall apply.

### **14. Contact**

All comments, questions and requests relating to your information are welcome and should be addressed to us using the Store's contact details available on our homepage. Please also direct any complaints or legal notices to this address.