

## **MOBILE APP END USER AGREEMENT**

### **AGREEMENT :**

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### **LICENSE:**

HOGIST grants you a revocable, non-exclusive, non-transferable, limited license to download, install, and use the Mobile App for your personal and internal business purposes strictly in accordance with this EULA and the Subscription Agreement.

### **YOUR ACCOUNT:**

Your use of the Mobile App requires that You have an account with HOGIST and agree to the terms of the EULA. You are responsible for maintaining the security of your device and confidentiality of your password and/or Personal Identification Number (PIN) code.

### **CHANGES TO THIS EULA:**

HOGIST reserves the right to modify this EULA at any time and for any reason. HOGIST will post the most current version of this EULA at \_\_\_\_\_ If HOGIST makes material changes to this EULA, You will receive notification via the Mobile App. Notwithstanding the foregoing, You are responsible for complying with the updated terms posted online at HOGIST website even if these updated terms appear online at HOGIST website before being posted on the Mobile App. Your continued use of the Mobile App after HOGIST publishes notice of changes to this EULA indicates Your consent to the updated terms.

### **ACCEPTABLE USE**

You agree that You will not use or encourage others to use the Mobile App as accessed through the Mobile App in a way that could harm or impair others' use of the Mobile App. Your use of the Mobile App is governed by the EULA (a current version of which can be

found at \_\_\_\_\_). You also agree not to violate the usage limits or controls set forth by: (a) the App Store Terms of Service, for iOS users accessing the Mobile App on an Apple product, or (b) Google Play Terms of Service for Android users accessing the Mobile App on an Android product.

## **PRIVACY AND PROTECTION OF PERSONAL INFORMATION**

Please refer to the Privacy Policy HOGIST available at <https://www.hogist.com/#!/privacy-policy>.

Please note that your use of the Application or Services on your Device or download thereof from Google play store/Apple app store or any other store may be subject to the respective privacy policies as may be published or made available by the Device and Google play store/Apple app store or any other store.

## **CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION**

By downloading the Mobile App, You authorize HOGIST to send You (including via email and push notifications) information regarding the HOGIST Service notifications, advertising and the Mobile App, such as: (a) notices about Your use of the HOGIST Service and the Mobile App, including notices of violations of use; (b) updates to the HOGIST Service and Mobile App and new features or products; and (c) promotional information and materials regarding HOGIST products and services. You can review Your account notification settings and adjust Your messaging preferences, including opting-in to additional messages or unsubscribing to certain messaging through the “Push Notifications” section of the Mobile App settings.

## **NO WARRANTY**

YOUR USE OF THE MOBILE APP IS AT YOUR SOLE RISK. THE MOBILE APP IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. HOGIST EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks for the events outside of our control.

## **INTELLECTUAL PROPERTY RIGHTS.**

The HOGIST shall own title, interest and rights, including all related intellectual property rights, in/of the Application and/or your Device including but not limited to object code of the Application, features of services, which is/are protected by the applicable laws including the content owned or generated by the end user. You acknowledge that such ownership shall include all intellectual property rights arising from any suggestions, enhancement requests, recommendations or other information provided by the user, whether in the course of use of the Application, your Device or otherwise. The Documents and the Technology anywhere in the world belong to us or our licensors, that rights in Apps are licensed (not sold) to you, and that you have no rights in, or to App, the Documents or the Technology other than the right to use each of them in accordance with the terms of this EULA. You acknowledge that you have no right to have access to App in source-code in any form.

## **LINKS TO THIRD PARTY SITES AND APPLICATIONS:**

The Application may contain links to other web sites/applications, whether in the form of a separate tab and/or facility within the Application or otherwise ("Linked Sites"). The Linked Sites may not be under the control of the HOGIST and the HOGIST is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site or any information transmitted on a Linked Site. The inclusion of any link does not imply endorsement by the HOGIST of the site or any association with its operators.

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The HOGIST reserves the right to suspend and/or remove any Linked Site or disable any content forming part thereof at its sole discretion without any prior notice to you. The HOGIST reserves the right to add, modify or delete any content or features available in the Services at any time at its sole discretion.

You agree and acknowledge that all information such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images (“Content”) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such Content originated.

The Company reserves the right (but shall have no obligation) to flag, filter or remove any or all Content from any Service. Before removing any Content from the Application the Company shall provide you with a notification explaining the action being taken and the grounds and reason for such action.

You agree that you are solely responsible for and that the HOGIST has no responsibility to you or to any third party for any Content that you create, transmit or display while using the Services.

All Content which is provided through the Application is provided by third parties. The Company does not aggregate or curate the Content made available in the Application and are governed by the terms and conditions of the respective third party and/or the affiliate providing such Content.

## **USE LIMITATIONS**

The App supplied by HOGIST is merely intended for your personal and non-commercial use.

As a condition of your use of the Application, you warrant to the HOGIST that you will not use the Application for any own purpose that is commercial, unlawful or prohibited by these Terms. You may not use the Application in any manner which could damage, disable, overburden or impair the Services or interfere with any other party's use and enjoyment of the Application.

You are not entitled to use any kind of measures, mechanisms or tools (software or hardware) that could interfere with the functioning of the Application or any of its Services.

You may not use the Services and/or Application if (i) you have been convicted of any offence under applicable law; and/or (ii) if you are under the age of 18 years.

## **GENERAL**

1. HOGIST is an aggregator within the meaning of the Information Technology Act, 2000 and the rules thereunder and merely facilitates the sale and purchase of food items between the merchant, i.e., Food Court Vendor, and customer. For the purposes of this section, a merchant shall mean a Food Court Vendor or the person owning inventory of Food items that are being sold on the HOGIST Platform. HOGIST does not at any point of time during any transaction between the customer and the merchant, take the ownership of any of the products/services provided by merchant however HOGIST controls the mentioned obligations by implementation of self-audit process set to each food service vendor. Nor does HOGIST at any point assert any rights or claims over the products/services offered by the merchant to the customer. In using the HOGIST Platform for purchasing movie tickets,

You explicitly agree and acknowledge that:

1. Purchase of Food items once made by You, order cannot be cancelled, exchanged or refunded.
2. Your order confirmation is updated instantly on the App.
3. If the Food Vendor cancels the Food Order due to unavailability of product or any other case, HOGIST will not be held responsible for such cancellation. In such cases, HOGIST will issue refund for the cancelled order on intimation from your end.

2. HOGIST shall will not be responsible for your health, safety and well-being during or after consumption of food offered by the food counter vendor. Due to age factor, any other critical illness, doctor prescription, allergies, the customer should be cautious of the same about what needs to be consumed and should order the same available from the counter. In case of any hygienic issues reported with proper proof on the Food Counter vendor, HOGIST will investigate and take necessary action against the vendor and take corrective actions to avoid such events in future.

3. HOGIST does not at any point of time during any transaction between the customer and merchant take the ownership of any of the products/services provided by the Food Court Vendor.

4. If a link to the food vendor specific terms and conditions is not provided here then You are expected to find them on their websites or procure them from the vendors/Merchants directly through any other means. HOGIST is not responsible for Your inability to access such terms and conditions or for any loss resulting from such terms and conditions or lack thereof. You agree and acknowledge that the actual contract for sale is directly between You and the food vendor. HOGIST provides these services to You which are informational in nature. HOGIST is an e-commerce company facilitating caterers, restaurant, home cooks to sell their food products online or HOGIST is not a last mile service provider to You and, therefore, HOGIST shall not be deemed to be liable for any fault in the content/ordering/listing services provided by aggregator or the Merchant/vendor. HOGIST is also not responsible for setting or controlling the prices applicable to such searches and ordering through the HOGIST Platform, however Prices are reviewed periodically and will be displayed as per market need and pricing structure. All such listings/ordering facility are provided by the aggregator directly and/or through its vendors and are subject to the terms and conditions imposed by the concerned aggregator or the vendor. HOGIST does not control or prevent changes in the published details and descriptions of websites/apps operated by the aggregator or the Merchant/vendor and is not responsible for any content therein. HOGIST has no control over the existence, quality, safety or legality of items displayed; the accuracy of the aggregator's content or listings; the ability of the aggregator and Merchant/vendor to sell items or provide services. HOGIST does not at any point of time during any transaction between You and aggregator/Merchant/vendor, take the ownership of any of the listing, bookings offered by the aggregator/Merchant/vendor. Nor does HOGIST at any point asserts any rights or claims over the same offered by the aggregator/Merchant/vendor to You. The listings / content will be monitored by the HOGIST team however, as the case HOGIST take stringent measures to control the issues happening during an event.

5. In using the online marketplace service, You explicitly agree and acknowledge that: HOGIST, through the HOGIST Platform makes available, content/listings/ordering offered by the aggregators either directly and/or through its Merchants/vendors. Availing such bookings/listings will be subject to the terms of offer for sale and such other additional terms, if any, as specified by such aggregator.

6.HOGIST is not a warrantor of the content/listings/ordering being offered on HOGIST by various aggregators or Merchant/vendors. You understand that any issue or disputes regarding the quality, and service will be addressed as per the terms and conditions of the aggregator or the Merchant/vendors, and You agree to handle such issues and disputes directly between You and the aggregator or Merchant/vendor. You acknowledge that HOGIST gives no guarantee, either express or implied, regarding the use or availability of online marketplace service or bookings made by You through online marketplace.

7.HOGIST, may at its discretion, offer marketing promotion benefits by way of gift coupons, cash back, free gifts, etc., on all or some of the products or services from time to time. HOGIST is not liable for any defect or fault in listings/bookings, content the product or deficiency in service of the aggregator or Merchant/vendor purchased through the HOGIST Platform. HOGIST is not responsible for any warranty, guarantee, post sale claims, genuineness of listings/bookings, content, products and services as HOGIST is just a platform that facilitates ordering through the aggregator or Merchant/vendor. HOGIST will not be

liable for any claims including but not limited to any misrepresentation by the aggregator or the Merchant/vendor in its content/listings/bookings.

9. The HOGIST Platform makes available general Third Party Content. Third Party Content would also be available to You on the e-mail received by You from HOGIST. HOGIST will not be responsible for infringement of any third party's intellectual property rights and rights of privacy in such cases. The provision of Third Party Content is for general informational purposes only. You acknowledge that the Third Party Content provided to You is obtained from sources believed to be reliable. HOGIST does not provide any guarantee with respect to any the Third Party Content and HOGIST shall not be held liable for any loss suffered by You based on its reliance on/or use of such Third Party Content. You should contact such third party site/app for their terms and conditions, privacy policy, complaints and clarification governing various features and offers or the products and services offered by them.

10. On connection with the Food Court Vendor, HOGIST doesn't authorise or recommend customer to purchase food from the Food Court Vendor on the event of purchase of goods made outside the Food court facility from any of the outlet of the food court vendor. HOGIST is not liable for any health hazards, allergies, refund or claim for such purchases made.

#### **REFUND POLICY:**

All sales made on the HOGIST Platform are prepaid for the orders & may change from case to case based on the customer requirement are final wherein case there is no refund or exchange permitted for sale made at Food Counters. You are responsible for ordering food through the app and all charges that result from those purchases. However, if in a transaction performed by You on the HOGIST Platform, money has been charged to Your card or bank account and a failure transaction is encountered then You shall inform us by sending an e mail to our customer services e mail address mentioned on the 'Contact Us' page on the HOGIST Platform. Please include in the e-mail the following details – Order number, value & transaction date. HOGIST will investigate the incident and, if it is found that money was indeed charged to Your card or bank account without delivery of the food, then You will be refunded the money within 21 working days from the date of receipt of Your e mail. All refunds will be credited to the bank account details furnished by you when raising the request to HOGIST. It will take 3-21 working days for the money to show in Your bank account depending on Your bank's policy.

In case of any transaction failure due to network connectivity issue, during the event of transaction any debit of amount without successful order creation, HOGIST doesn't hold responsibility where as these need to be verified at the authorised person for the payment method used or bank. HOGIST may support the channels to get the issue sorted out and refund to be processed.

#### **TERMINATION (TEMPORARY AND PERMANENT DISABLEMENT):**

Unless otherwise provided in these Terms, the Services offered to you may be terminated by the HOGIST without assigning any reasons at any time at the sole discretion of the HOGIST. Upon termination / suspension, you shall not have the right to use or access the Application/Services.

The Company reserves the right to suspend and/ or terminate your access to the Services in case of any non-adherence to these Terms and Conditions by you.

### **GOVERNING LAW AND DISPUTE RESOLUTION:**

These terms and conditions are governed and construed in accordance with the laws of India. The courts in Tamilnadu shall have exclusive jurisdiction to hear disputes arising out of these terms.

### **FORCE MAJEURE:**

The HOGIST shall be under no liability whatsoever in the event of non-availability of any portion of the Application or subscribed content occasioned by act of God, war, disease, revolution, riot, civil commotion, strike, lockout, flood, fire, failure of any public utility, man-made disaster, infrastructure failure or any other cause whatsoever beyond the control of the Company.

### **SEVERABILITY**

If any of the provisions of these Terms are deemed invalid, void, or for any reason unenforceable, that part of these Terms will be deemed severable and will not affect the validity and enforceability of any remaining provisions of these Terms.

### **CONTACT DETAILS**

HOGIST TECHNOLOGIES PVT LTD, For queries write to : [aravindraj.s@hogist.com](mailto:aravindraj.s@hogist.com)

This EULA Agreement is bonded with the other compliance policy of HOGIST TECHNOLOGIES PVT LTD.

For reference please check the below mentioned policy in our website [www.hogist.com](http://www.hogist.com)

- Privacy Policy
- Terms & Conditions



