

Terms and Conditions

In using this website, you are deemed to have read, understood and agreed to the following terms and conditions set forth by Ichibanya India Private Limited

1. DEFINITIONS

"**Agreement**" is a reference to these Terms and Conditions, the Privacy Policy, any order form and payment instructions provided to you;

"**Privacy Policy**" means the policy displayed on our website which details how we collect and store your personal data;

"**You**", "**Your**" and "**Yours**" are references to you the person accessing this Website and placing an order from the Website.

"**we**", "**us**", "**our**", and "**I IPL**" are references to the Company; and

"**Website**" is a reference to our website <http://www.ichibanyaindia.com> .

2. TERMS OF USE

- a) This Website is maintained and published by Ichibanya India Private Limited ("**Ichibanya India**").
- b) When you access, browse or use any services provided by Ichibanya India, you accept the terms and conditions set forth below, without limitation.
- c) These Terms and Conditions constitute the entire agreement between Ichibanya India and the user with respect to the use of the website, mobile application or any other services offered solely by Ichibanya India.
- d) Your use of this website www.ichibanyaindia.com (India) (**the "Site"**) are subject to these terms and conditions which should also be read by you. please read this agreement carefully before using this website. if you do not agree to these terms and conditions then you may not access this site. if you do access this site then it shall be deemed that you have read these terms and conditions along and are in acceptance of these terms and conditions.

3. ORDERING

- a) Any contract for the supply of Food Delivery from this Website is between you and the Company, You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering. You also warrant that the credit or debit card details that you provide are for your own credit or debit card and that you have sufficient funds to make the payment.

- b)** Food Delivery or Goods purchased from this Website are intended for your use only and you warrant that any Goods purchased by you are not for resale and that you are acting as principal only and not as agent for another party when receiving the Services.
- c)** Please note that some of our Goods may be suitable for certain age ranges only. You should check that the product you are ordering is suitable for the intended recipient.
- d)** When ordering from this Website you may be required to provide an e-mail address and password. You must ensure that you keep the combination of these details secure and do not provide this information to a third party.
- e)** We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Website.
- f)** Any order that you place with us is subject to product availability, delivery capacity and acceptance by us. When you place your order online, we will send you an email to confirm that we have received it. This email confirmation will be produced automatically so that you have confirmation of your order details. You must inform us immediately if any details are incorrect.
- g)** If the ordered Food Delivery and delivery capacity is available this will be confirmed by text message (SMS). The confirmation message will specify delivery details including the approximate delivery time and confirm the price of the Food Delivery, Goods and Services ordered. If for any unforeseen reason, we are not able to deliver or if there is no delivery capacity, we will also let you know by text message (SMS) or phone call.

4. PRICES AND PAYMENTS

- (a)** All prices listed on the Website are correct at the time of publication. While we give great care to keep them up to date, the final price charged to you can change at the time of delivery based on the latest menu and prices of the restaurant. We also reserve the right to alter price of the Goods or Services available for sale on the Website.
- (b)** The total price for Food Delivery, Goods or Services ordered, including delivery charges and/or any other charges, will be displayed on the Website when you place your order. Full payment must be made for the food to be dispatched and Services provided. Payment has to be made on the website, by online payment, e.g. credit or debit card.
- (c)** You must pay for your order before it is delivered. To ensure that shopping online is secure, your debit/credit card details will be encrypted to prevent the possibility of someone being able to read them as they are sent over the internet. Your credit card company may also conduct security checks to confirm it is you placing the order.

- (d) The prices reflected on the website/mobile application/email are determined solely by the Company at the time of order or afterwards.
- (e) All applicable taxes and levies, the rates thereof and the manner of applicability of such taxes are being charged along with the order amount.

5. DELIVERY

Delivery period quoted at the time of ordering are approximate only and may vary. Food will be delivered to the address as intimated by you while ordering. All risk in the Goods and the Food Delivery shall pass to you upon delivery.

- a) All orders are delivered by professional. We will make every effort to deliver within the time stated, however, we will not be liable for any loss caused to you by ordering late. If the Goods are not delivered within the estimated delivery time quoted by us, please contact us by telephone or email and we will try to ensure that you receive your order as quickly as possible.
- b) We will give great care to deliver in a timely manner. No responsibility is taken for late delivery by the Company in any case. In case of a late delivery, the delivery charge will neither be voided nor refunded by IIPL.
- c) If you fail to accept delivery of Food Delivery and/or Goods at the time they are ready for delivery, or we are unable to deliver at the nominated time due to your failure to provide appropriate instructions, or authorizations, then such goods shall be deemed to have been delivered to you and all risk and responsibility in relation to such goods shall pass to you. Any storage, insurance and other costs which we incur as a result of the inability to deliver shall be your responsibility and you shall indemnify us in full for such cost.
- d) You must ensure that at the time of delivery of Food Delivery and/or Goods adequate arrangements, including access where necessary, are in place for the safe delivery of such goods. We cannot be held liable for any damage, cost or expense incurred to such goods or premises where this arises as a result of a failure to provide adequate access or arrangements for delivery.
- e) Please note that it might not be possible to deliver to some locations. If this is the case, we will inform you using the contact details that you provide to us when you make your order and arrange for cancellation of the order or delivery to an alternative delivery address;

6. REFUNDS AND CANCELLATIONS

As a general rule you shall not be entitled to cancel order once placed. You may choose to cancel order and must notify IIPL only within 1 minute of the Order being placed.

Meals / Orders once purchased cannot be cancelled or refunded at any circumstances. In the unlikely event that the Participating Restaurant delivers a wrong item, you have the right to reject the delivery of the wrong item and you shall be fully refunded for the missing item or wrong delivery.

Provided the same is communicated to info@ichibanyaindia.com through the Website before the Order is marked delivered.

7. PERSONAL INFORMATION AND PRIVACY

- a) User understands and acknowledges that by choosing IIPL you have allowed IIPL to use your personal information.
- b) User understands, acknowledges and agrees that although IIPL provides appropriate firewalls and protections, the IIPL Service is not hack proof. Data pilferage due to unauthorized hacking, virus attacks, technical issues is possible.
- c) In case IIPL is required to disclose your personal information in order to assist the Government Authority or in adherence to the Court Order or to protect the interest of the IIPL Service and/or any particular user(s), IIPL will disclose it without obtaining prior permission from you. You authorize us to disclose your personal information.
- d) You authorize us to use, store or otherwise process your personal information in order to provide the Food Delivery, Goods or Services to you and for marketing and credit control purposes (the "Purpose"). The Purpose may include the disclosure of your personal information to selected third parties from time to time where we believe that the services offered by such third parties may be of interest to you or where this is required by law or in order to provide the Food Delivery, Goods or Service to you. More information can be found in our Privacy Policy.

8. LINKED SITES

There may be a number of links on our Website to third party Websites which we believe may be of interest to you. We do not represent the quality of the Goods or Services provided by such third parties nor do we have any control over the content or availability of such sites. We cannot accept any responsibility for the content of third party Websites or the Services or Goods that they may provide to you.

9. OWNERSHIP OF INTELLECTUAL PROPERTY

All intellectual property rights of the IIPL, including but not limited to copyright, logos, names, trademarks, service marks, design, text, sound recordings, images, links, concepts and themes are exclusively owned by the IIPL. Any reproduction, transmission, publication, performance, broadcast, alteration, license, hyperlink, creation of derivative works or other use in whole or in part in any manner is strictly prohibited.

10. DISCLAIMERS AND LIMITS OF LIABILITY

- (a) Great care has been taken to ensure that the information available on this App or Website is correct and error free. We apologize for any errors or omissions that may have occurred. We cannot warrant that use of the App and the Website will be error free or fit for purpose, timely, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.
- (b) By accepting these Terms of Use you agree to relieve us from any liability whatsoever arising from your use of information from any third party, or your use of any third party website, or your consumption of any food or beverages from a Participating Restaurant.
- (c) We shall not be held liable for any failure or delay in delivering Food where such failure arises as a result of any act or omission, which is outside our reasonable control such as all overwhelming and unpreventable events caused directly and exclusively by the forces of nature that can be neither anticipated, nor controlled, nor prevented by the exercise of prudence, diligence, and care, including but not limited to: war, riot, civil commotion; compliance with any law or governmental order, rule, regulation or direction and acts of third parties.
- (d) We have taken all reasonable steps to prevent Internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we cannot be held liable in the extremely unlikely event of a breach in our secure computer servers or those of third parties.
- (e) I IPL and its affiliates make no representations, warranties or conditions of any kind, express or implied, with respect to this website, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement, or any warranty arising by usage of trade, course of dealing or course of performance.
- (f) In the event that I IPL or its affiliates are found liable to you, you shall only be entitled to recover actual and direct damages and such damages shall not exceed the Billing amount. I IPL and its affiliates shall have no liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue or use) arising out of or in any way connected with this Agreement, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, even if we or our authorized representatives have been advised of the possibility of such damages.
- (g) The laws of certain states or other jurisdiction do not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above

disclaimers, exclusions or limitations may not apply to you, and you may have rights in addition to those contained in this Terms and Conditions. In such jurisdiction, our liability is limited to the greatest extent permitted by law. The decision of the management of I IPL is final and shall be binding at all times.

11. GOVERNING LAW

All disputes, in connection with site shall be governed and construed in accordance with Indian Laws and are subject to the exclusive jurisdiction of Competent Courts at New Delhi only.

12. AMENDMENT TO THE TERMS & CONDITIONS

I IPL reserves the right to add, alter, amend and revise terms and conditions as well as the rules and regulations governing the site without prior notice, and without assigning any reasons thereof. In the event of such changes, the latest terms & conditions will be updated and viewed on our website www.ichibanyaindia.com.

13. ENTIRE TERMS AND CONDITIONS, CONSTRUCTION

These Terms and Conditions is the complete and exclusive between you and I IPL, and supersedes and merges all prior proposals and all or any other prior arrangement/agreements. In the event that any provision of these Terms and Conditions shall be determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force, effect and shall be enforceable. Headings herein are for convenience of reference only and shall in no way affect interpretation of these Terms and Conditions.

14. FEEDBACKS AND COMPLAINTS

We take complaints very seriously and aim to respond to your complaints in timely manner. All complaints should be addressed to Info@ichibanyaindia.com

15. GENERAL

- (a)** All prices are in India Rupees. GST is included / excluded as indicated in the website.
- (b)** We may alter or vary the Terms and Conditions at any time without notice to you. We may subcontract any part or parts of the Services or Goods that we provide to you from time to time and we may assign or novate any part or parts of our rights under these Terms and Conditions without your consent or any requirement to notify you.
- (c)** Payment must be made at the time of ordering the Food Delivery, Goods or Services from us by debit / credit card. Failure to pay on time will result in the cancellation of your order.
- (d)** The Terms and Conditions together with the Privacy Policy, any order form and payment instructions constitute the entire agreement between you and us. No other terms whether

expressed or implied shall form part of this Agreement. In the event of any conflict between these Terms and Conditions and any other term or provision on the Website, these Terms and Conditions shall prevail.

- (e) If any term or condition of our Agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the Agreement shall continue in force without such term or condition.
- (f) No delay or failure on our part to enforce our rights or remedies under the Agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.

General Terms and Conditions:

- (a) Offer/ promotions subject to Force Majeure conditions.
- (b) All disputes related will be subject to the exclusive jurisdiction of court of New Delhi only.
- (c) Any offer cannot be combined with other offer or discount.
- (d) The Company reserves the right to alter/withdraw/extend any offers/promotions at any time without giving any prior notice & without assigning any reason whatsoever.
- (e) The Company reserves the right to alter/withdraw/extend any offers/promotions at any time without giving any prior notice & without assigning any reason whatsoever. Price exclusive of applicable taxes.
- (f) All listed prices are exclusive of applicable taxes.
- (g) All product images are for illustration purposes only. Actual products may vary. Company products are for immediate consumption.