

USER AGREEMENT

USER AGREEMENT

The use of the "ScantoDine" Application (including www.ScantoDine.com), hereinafter referred to as "the App" or "We" or "website" and its related apps, services and tools) is governed by the terms and conditions mentioned in this user agreement (hereinafter referred to as "the User Agreement" or "Agreement" or "Terms of Use").

ScantoDine is a QR code based Digital Solution that seeks to redefine the Contactless Dining Experience. It is owned by Futurity Technologies LLP, a company incorporated under Companies Act, 1956 with a registered office at #729/1, Mehrauli Gurgaon Road, Block B, Old DLF Colony, Sector 14, Gurugram - Haryana - 122001

By using the App in any manner, including but not limited to visiting or browsing the App, you (User) agree to be bound by this Agreement, including those additional terms and conditions, rules, policies, guidelines referenced herein and/or available by hyperlink.

This Agreement applies to all users of the App, including without limitation, users who are vendors, Merchants, customers, merchants, contributors of content, information and other materials or services on the App. This Agreement has to be read in conjunction, and not in derogation, with any other document/agreement signed/accepted by the Users. Any inconsistency between the terms of this Agreement and the terms of the other document(s)/agreement(s), will be decided and settled by ScantoDine.

Amendments

ScantoDine may amend this User Agreement and/or ScantoDine Rules and Policies at any time by posting a revised version on the App, and the Users hereby irrevocably agree to be bound by such amendments made by ScantoDine from time to time.

MEMBERSHIP ELIGIBILITY

Use of the App is available only to persons who can form legally binding contracts under Indian Contract Act, 1872.

ScantoDine IS A DIGITAL SOLUTION

ScantoDine acts as a Digital Solution to allow the Users, who comply with ScantoDine's policies to offer a contactless Dining Experience.

ScantoDine aims to offer:

Contactless Menu:

Contactless menus feature QR codes that customers point and scan with their smartphone's camera, taking them to an online digital menu where they can browse food and drink options. In restaurants, these contactless menus are normally small table-top postcards. This replaces the need for physical menus – meaning a safer experience for everyone involved. Some digital menu tools have added features such as pre-ordering before diners arrive at a restaurant, ordering through the digital menu at their table, and payment processing.

Contactless Order:

When you decide to have your contactless ordering solution created through Uengage, the team ensures that you get the best experience and output. That is why there are many features that come with the application to help you and your customers better. These include:

QR Code - This would allow the customers to order from the restaurant when physically present there, without getting in contact with any restaurant staff.

Online Ordering - Allow the customers to easily and directly order their meal through this application.

Veg/NonVeg Filter - To help the customers select their choice of food without having to go through unwanted items.

Safety Measures - Build confidence of customers by showing the Precautions taken by staff and the restaurant.

Active Order - Customers can see the order placed by them in real-time and track their orders through the application.

Best Selling Items - This would be an auto-generated list showing the most ordered item in the best selling list.

Digital Payments - The application will support many types of payment digital payment methods as well as the cash payment method. The payment options will include cash, UPI/BHIM, wallet, net banking, and credit/debit card.

Real-time Feedback - Customer feedback would be visible in real-time at the backend to help you and other customers see where your services stand.

Contactless Payment:

Digital payment is in trends and offers convenience to pay from your mobile while keeping a safe distance from your surroundings. This enriches the customer experience and helps to avoid any infection or virus.

This offer options to pay securely from your debit card, credit card, net banking or payment wallets. OTP enabled payment gateway adds an additional layer of security to all the transactions.

The App is only a conduit through which the Users facilitate contactless processes as mentioned above. ScantoDine is not directly involved in the transaction between buyers and Merchants. All the information and products listed on the App are provided in the 'as is, where is' format. As a result, ScantoDine has no control over the quality, safety, morality or legality of any aspect of the items listed, the truth or accuracy of the listings, the ability of Merchants to sell items or the ability of buyers to pay for items. ScantoDine does not pre-screen the Users or the content or information provided by such Users. ScantoDine cannot ensure that a buyer or Merchant will actually complete a transaction. ScantoDine is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of items, which are out of stock, back ordered or otherwise unavailable. All items, offered by the Merchants are only for a restricted time and only for the available supply as offered by Merchants.

Consequently, ScantoDine does not transfer legal ownership of items from the Merchant to the buyer.

ScantoDine does not make any representation or warranty as to the attributes (such as quality, worth, marketability, etc.) of the items or services proposed to be sold or offered on the App. In particular, ScantoDine does not implicitly or explicitly support or endorse the sale or purchase of any items or services on the App. ScantoDine accepts no liability for any errors or omissions, whether on behalf of itself or third parties.

ScantoDine cannot guarantee the true identity, age, and nationality of a user. ScantoDine does not make any representation or warranty as to the attributes (such as legal title, creditworthiness, true identity, age, nationality etc.) of any of its Users. Buyers are advised to independently verify the bona fides of any particular User that you choose to deal with on the App and use your best judgment on that behalf.

Buyer agrees that ScantoDine is not responsible or liable for any content, for example, data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links posted by Merchants, other users, or outside parties on ScantoDine. User shall use the ScantoDine service at their own risk.

BUYER POLICIES

By using ScantoDine to order an item the buyer agrees to be bound by the conditions of sale included in the item's description provided that those conditions of sale are not in breach of this User Agreement or otherwise unlawful. ScantoDine is not responsible for the side effects one might endure by use of any item bought through the Website.

ScantoDine recommends the buyer to look for other users' testimonials before making the purchase decision. We encourage the buyers to post feedback on the Merchant after the sale is closed and the product is delivered.

While ScantoDine takes necessary steps and precautionary measures to ensure that the restaurant is genuine but ScantoDine cannot and does not confirm the identity of all parties or guarantee the quality, safety or legality of any aspect of the items listed or the accuracy of the listings. The buyer acknowledges this risk while he agrees to these terms and conditions. ScantoDine suggests all users employ common

sense, and encourage users to contact ScantoDine to report any and all suspicious behavior or misappropriation of the site service.

MERCHANT POLICIES

a. Redemption of Earnings:

ScantoDine reserves the right to keep on hold the remittance to the Merchant for purposes of safety of 'ScantoDine.in' and/or Users. In such case, the Merchant will be intimated and required to complete additional check and verification and ScantoDine may contact the Merchant for verification of or additional information, details, data and documents.

Termination: If ScantoDine terminates a listing or your account, if you close your account, or if the payment of your ScantoDine fees cannot be completed for any reason, you remain obligated to pay ScantoDine for all unpaid fees plus any penalties, if applicable.

ScantoDine reserves the right to issue a warning, temporarily/indefinitely suspend or terminate the Merchant's membership of the App and refuse to provide the Merchant with access to the App in case of non-payment of fees by it to ScantoDine. ScantoDine also reserves the right to take legal action in case of non-payment of fees by the Merchant to ScantoDine. ScantoDine reserves the right to refuse any of its service to anyone, for any reason, at any time.

b. Listing and Selling

Listing Description and Pricing: By listing an item on the App the Merchant warrant that they and all aspects of the item comply with ScantoDine's published policies. Merchants also warrant that they may legally sell the item. Listed items represent a binding offer at the set price to other users who comply with the conditions specified in the offer. The contract of purchase is formed when a member complies with the conditions specified in the offer and completes the checkout process. Merchants must accurately describe their item and all terms of sale in the ScantoDine App or website. Merchants agree to provide, maintain and update the data to keep it true, accurate, current and complete information about themselves as prompted by ScantoDine's registration form, profile generation and shop set-up.

The listings by the Merchant may only include text descriptions, graphics, pictures and other content relevant to the sale of that item. All items must be listed in an appropriate category with appropriate tags. Each listing must accurately and completely describe the item/items for sale in that listing. Merchant must ensure that the listed items do not infringe upon the intellectual property, trade secrets or other proprietary rights or rights of publicity or privacy rights of third parties.

All listed items must be kept in stock for successful fulfillment of sales.

If the item description does not match the actual condition of the item, Merchant agrees to refund any amounts that they may have received from the buyer.

The price stated in each item listing description must be an accurate representation of the sale. Merchant may not alter the item's price after a sale for the purpose of avoiding ScantoDine's transaction fees, misrepresent the item's location, or use another user's account without permission. The Merchant's items prices must be inclusive of applicable taxes. ScantoDine reserves the right to remove content which is deemed to be inappropriate or that could subject ScantoDine to legal action.

Sales: All sales are binding. The Merchant is obligated to complete the transaction with the buyer in a prompt manner. The transaction between buyer and Merchant shall be considered a legally binding contract between those two parties.

c. Handling of Credits: A user may earn credits by participating in various campaigns offered through the Service or as otherwise explicitly provided by ScantoDine. The amount of credits that may be earned and other conditions for earning Credits shall be subject to the applicable campaign rules provided by ScantoDine. To the extent permitted by law, ScantoDine may change the rules at any time, and may terminate the entire credits system without any refund or other compensation for existing credits. "Credits" means credits that can be used solely to purchase eligible products through the Service in accordance with these Terms. A user will not be able to exchange credits for cash, property, or any other economic benefits other than for the purchase of eligible products through the Service that are specified by ScantoDine. A user will not be able to transfer credits to any other user or person.

Except as otherwise required by applicable laws and regulations, if a user terminates their account or his or her membership lapses for any reason, all of the credits owned by such User will immediately be invalid and cannot be subsequently used. Once expired, credits will not be reinstated.

CANCELLATION POLICY

The order would be cancelled and funds would be remitted to the buyer in the following eventualities:

- Failure to accept the order within reasonable time
- Cancellation of order by the buyer

ELECTRONIC COMMUNICATIONS

When Merchant use the App or send e-mails or other data, information or communication to ScantoDine, they agree and understand that they are communicating with ScantoDine through electronic records and consent to receive communications via electronic records from ScantoDine periodically and as and when required.

MOBILE SERVICES

When you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain mobile services may be prohibited or restricted by your carrier, and not all mobile services may work with all carriers or devices. You acknowledge and agree that your use of the Service must be in accordance with the usage rules established by your mobile device platform or service provider.

NO GUARANTEE

ScantoDine does not guarantee continuous, uninterrupted access to the App, and operation of the App may be interfered with by numerous factors outside ScantoDine's control.

NO WARRANTY

ScantoDine and its suppliers, affiliates and service provider provide the App and services without any warranty or condition, express, implied or statutory and specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. You expressly agree that your use of the App at your risk.

FEEDBACK AND RATINGS

ScantoDine encourages registered buyers and Merchants on the App to provide feedback to each other after the transaction has closed; this helps all Users to know what it is like to deal with the said buyer/Merchant.

ScantoDine will not be responsible for the feedback that buyer post on the App and buyer should be careful about making comments that are not factual in nature and should not post defamatory or illegal or offensive/obscene contents.

As a Merchant, if you continue to receive negative feedback ratings or fail to deliver your order repeatedly, ScantoDine reserves the right to suspend your membership, and you will be unable to list or buy on the App.

QUESTIONABLE AND INFRINGING ITEMS AND ACTIVITIES

In accordance with the Information Technology (Intermediaries guidelines) Rules 2011 including any amendments/ notifications, in case of non-compliance with rules and regulations, user agreement and privacy policy for access or usage of intermediary computer resource, the Intermediary has the right to

immediately terminate the access or usage rights of the users to the computer resource of Intermediary and remove non-compliant information.

You are solely responsible for your conduct and activities on and regarding to ScantoDine and any and all data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links (together, "Content") that you submit, post, and display on ScantoDine.

The Merchant's Content and their use of ScantoDine shall not:

- a) Be false, inaccurate or misleading;
- b) be grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of others privacy, hateful, or racially, ethnically objectionable, disparaging, impersonating or intimidating any person (including ScantoDine staff or other users); modify, adapt or hack ScantoDine or modify another app so as to falsely imply that it is associated with ScantoDine; or falsely stating or otherwise misrepresenting your affiliation with any person, through for example, the use of similar e-mail address, nicknames, or creation of false account(s); or any other method or device relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- c) host images not part of a listing;
- d) harm minors in any way; be obscene or contain child pornography;
- e) infringe any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit, illegal or stolen items;
- f) violate any applicable law, statute, ordinance or regulation, or that violates the Terms of Use for the time being in force;
- g) deceive or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- h) contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- i) threaten 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.
- j) directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force. Without prejudice to the generality of the above, ScantoDine does not permit transactions in the following items including but not limited to categories as stated in the Prohibited Items Policy which can be accessed below.

k) create liability for ScantoDine or cause ScantoDine to lose (in whole or in part) the services of ScantoDine's ISPs or other suppliers.

l) link directly or indirectly to or include descriptions of items, goods or services that are prohibited under the User Agreement or any other applicable law for the time being in force including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860, Information Technology Act 2000 as amended time to time and rules there under.

YOUR INFORMATION AND CONTENT

"Your Information" is defined as any information you provide to us or other users of the App ("Users") in the registration, buying or listing process, in the feedback area or through any e-mail feature. You are solely responsible for Your Information, and we act only as a passive conduit for your online distribution and publication of Your Information.

1. You represent and confirm that you shall be the sole and exclusive legal owner of all items, goods or products of any description that you wish to offer for sale on the App. You shall have absolute right, title and authority to deal in and offer for sale such items, goods or products.

2. ScantoDine does not claim ownership rights in your Content. You grant ScantoDine a license solely to enable ScantoDine to use any information or Content you supply ScantoDine with, so that ScantoDine is not violating any rights you might have in that Content. You grant ScantoDine a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in the Content, in any media now known or not currently known, with respect to your Content.

You agree to allow ScantoDine to store or re-format your Content on ScantoDine and display your Content on ScantoDine in any way as ScantoDine chooses. ScantoDine will only use personal information in accordance with ScantoDine's Privacy Policy.

3. As part of a transaction, you may obtain personal information, including e-mail address and shipping information, from another ScantoDine user. Without obtaining prior permission from the other user, this personal information shall only be used for that transaction or for ScantoDine related communications. ScantoDine has not granted you a license to use the information for unsolicited commercial messages. You also do not have permission to provide your personal information, including email address, phone number and address, to another ScantoDine User. Without limiting the foregoing, without express consent from the user, you are not licensed to add any ScantoDine user to your email or physical mail list. For more information, see ScantoDine's Privacy Policy.

4. By posting Content on ScantoDine, it is possible for an outside app or a third party to re-post that Content. You agree to hold ScantoDine harmless for any dispute concerning this use. If you choose to display your own ScantoDine-hosted image on another app, the image must provide a link back to its listing page on ScantoDine.

5. ScantoDine considers any unsolicited suggestions, ideas, proposals or other material submitted to it by users via the App or otherwise (other than the Content and the tangible items sold on the App by users) (collectively, the "Material") to be non-confidential and non-proprietary, and ScantoDine shall not be liable for the disclosure or use of such Material. If, at ScantoDine's request, any member sends material to improve the app (e.g. through the Forums or to customer support), ScantoDine will also consider that material to be non-confidential and non-proprietary and ScantoDine will not be liable for use

or disclosure of the Material. Any communication by you to ScantoDine is subject to this Agreement. You hereby grant and agree to grant ScantoDine, under all of your rights in the Material, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable and transferable right and license to incorporate, use, publish and exploit such Material for any purpose whatsoever, commercial or otherwise, including but not limited to incorporating it in the API, documentation, or any product or service, without compensation or accounting to you and without further recourse by you.

CONTROL OF CONTENT

ScantoDine provides an open community and embraces the free speech of users on the app within the limitations set forth in this Terms of Use and decisions made by ScantoDine staff. ScantoDine does not control the Content provided by users that is made available on ScantoDine. You may find some Content to be offensive, harmful, inaccurate, or deceptive. There are also risks of dealing with underage persons or people acting under false pretense.

ScantoDine is not responsible for the availability of outside apps or resources linked to or referenced on the App. ScantoDine does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such apps or resources. You agree that ScantoDine shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such apps or resources.

USER DISPUTES

The Merchant agrees that it is solely responsible for its interactions (including any purchase and sale transactions) with any other user in connection with the Service and ScantoDine (or its service/technology partners) will have no liability or responsibility with respect thereto. ScantoDine reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

LICENSE

Subject to these terms of Service Agreement, we grant you a personal, non-transferable and non-exclusive, revocable, limited right and license to access and use the contents of this app and services; provided that this app and the content provided in this app, including, but not limited to, graphic images, audio, video, HTML code, buttons, and text, may not be copied, modified, a derivative work of the app is created, reverse engineered, reproduced, reassembled, republished, uploaded, posted, transmitted, or distributed in any way, or otherwise any attempt to discover the source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the usage of this app and services, unless such activity is expressly permitted or required by law or has been expressly authorized in advance by us in writing except that you may download, display, and print one copy of the materials on any single computer solely for your personal use, and further provided that you keep intact all our copyright, trademark, and other proprietary notices.

PROPRIETARY RIGHTS INCLUDING COPYRIGHT AND TRADEMARKS

All domains, URLs, sub-domains, account names, usernames and other functional or identifying elements of the app are the property of ScantoDine. ScantoDine reserves the right to change, alter, reformat or edit such elements as appropriate for the course of business or need of the community. Accounts that are activated but remain empty with no items or information may be returned to an inactive pool or reassigned to other members. Reselling of usernames or sub-domains, squatting or speculating in such elements or on such pages is strictly prohibited and may result in termination of all related accounts.

All material on the App owned, operated, licensed or controlled by us is solely for your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by e-mail or other electronic means and whether directly or indirectly and you must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials or use of the materials in any manner and for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights in such material, and is prohibited.

Notwithstanding the foregoing, it is expressly clarified that You will retain ownership and shall solely be responsible for any content that You provide or upload when using any service, including any text, data, information, images, photographs, music, sound, video or any other material which you may upload, transmit or store when making use of our various Service. However, with regard to the product customization Service (as against other Services like blogs and forums) you expressly agree that by uploading and posting content on to the App for public viewing and reproduction/use of your content by third party users, you accept the User License Agreement whereby you grant a non-exclusive license for the use of the same.

INTELLECTUAL PROPERTY RIGHTS-COMPLAINTS

If you have an intellectual property rights-related complaint about material posted on the Service, you may contact us at the following email address: customercare@ScantoDine.com.

In this regard, you must send a notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights. Any such notice must include the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
2. a description of the copyright-protected work or other intellectual property right that you claim has been infringed;

3. a description of the material that you claim is infringing and where it is located on the Service;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the use of those materials on the Service is not authorized by the copyright owner, its agent, or the law;
6. a statement by you that the above information in your notice is accurate, and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Repeat Infringers

ScantoDine will promptly terminate without notice the accounts of users that are determined by ScantoDine to be "repeat infringers." A repeat infringer is a user who has been notified of infringing activity or has had content they posted removed from the Service at least once.

INDEMNITY

You shall indemnify and hold harmless ScantoDine and (as applicable), affiliates, third-parties, technology/service providers and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of the User Agreement, ScantoDine Rules and Policies, or the documents they incorporate by reference, or your violation of any law, rules or regulations or the rights of a third party.

LIMITATION OF LIABILITY

In no event shall ScantoDine or its suppliers, affiliates and technology/service providers be liable for any direct, indirect, incidental, special, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising under, out of, or in connection with, the App, its services or this Agreement (including tortious claims arising thereof).

ScantoDine's liability in any circumstance is limited to the amount of fees, if any, paid by you to ScantoDine, its associates, affiliates and service providers and technology partners make no representations or warranties about the accuracy, reliability, completeness, and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the App or that the operation of the App will be error free and/or uninterrupted.

Consequently, ScantoDine assumes no liability whatsoever for any monetary or other damage suffered by you on account of:

1. The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the App, which are incorporated by way of reference in this Agreement.

2. Any interruption or errors in the operation of the App. You expressly understand and agree that shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if ScantoDine has been advised of the possibility of such damages).

APPLICABLE LAW

Users agree that the laws of India shall govern these Terms of Use.

DISPUTES

Any dispute arising out of this Terms of Use or pertaining to use of the App by the Users shall be submitted to the exclusive jurisdiction of the courts at New Delhi.

SEVERABILITY

If any portion of this Agreement shall be held invalid by court of competent jurisdiction the remaining portions of the agreement shall remain in effect. Where modification to reflect intent or provide clarification to the service terms is allowed for any invalidated portion, such remedy shall be made first before any clause is held null and void.

GENERAL

Unless otherwise explicitly stated, notices to ScantoDine must be sent by email to customercare@ScantoDine.com. Notices to you will be sent to the e-mail address provided by you during the registration process.

In the event that any transaction or attempted transaction relating to any item, good or service which violates this User Agreement or applicable law comes to your knowledge, you shall take all steps to inform ScantoDine of the same.

This Agreement sets forth the complete and entire understanding and agreement between the Merchant and ScantoDine with respect to the subject matter hereof. The Merchant shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/ VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local

Levies) *inter-alia* regarding your use of our service and your bidding on, listing, purchase, solicitation of offers to purchase, and sale of items or services. The buyer shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

You shall not attempt to or circumvent or manipulate our fee structure, the billing process or fees owed to ScantoDine.

ScantoDine Guidelines-

ABOUT ScantoDine

ScantoDine acts as a Digital Solution to allow the Users, who comply with ScantoDine's policies to offer a contactless Dining Experience.

1. Prohibited food items are not allowed on ScantoDine
2. ScantoDine Merchants have their own policies, payment methods and fulfillment methods.
3. Honesty is important to ScantoDine and our community. We ask that Merchants represent themselves, their business, and their items accurately.
4. ScantoDine's Trust and Safety team may reach out to shops in violation of these guidelines. While we prefer to help you bring your restaurant into compliance with our rules, ScantoDine may close on the App, for the Merchants that do not comply.
8. We reserve the right to remove listings that aren't in the letter or spirit of ScantoDine's guidelines.
9. ScantoDine may amend this User Agreement and/or ScantoDine Rules and Policies at any time by posting a revised version on the App.

Merchant GUIDELINES

ScantoDine's is a solution built on trust. You can earn the trust of your buyers by following these guidelines on how to maintain a place that provides great customer service, and respects our community. ScantoDine will help you maintain a high level of trust with your buyers through our Merchant Service Level Standards ("SLS").

1. Only list items in your shop that are for sale and fall into one of the categories mentioned on our app.
2. Items must be accurately represented in listings and listing photos.
3. Be aware that buyers can submit reviews of items they have purchased.
4. Respect the intellectual property of others. If you feel someone has violated your copyright, you can report it to ScantoDine.
5. Do not sell prohibited items.

Privacy Policy

WHAT INFORMATION DOES ScantoDine COLLECT?

We collect information from you when you subscribe to our newsletter, respond to a survey or fill out a form.

When ordering or registering on our site or via other products, as appropriate, you may be asked to enter your name or e-mail address. You may, however, visit our site and use other products anonymously.

We may collect the location of your device in order to provide location-based functionality, which you can opt out of at any time by turning off the location settings in your device. (To disable Location Services on Phone open your device's "Settings" menu, go to "Location" and switch the "Location services" off.) Turning off the location settings may impact some aspects of the Services' performance. We do not associate the device's location with your personal information. We do not know who you are when you use the location-awareness component of our Services. We use this location information for research and development purposes and to improve your experience with the Services (for example, to set up location-based reminders.) We do not store the location of your device. Upon user's agreement we may collect names of individuals and companies that appear in your address book in order to improve voice recognition quality for requests related to this information. We do not collect any other information associated with these names such as addresses or phone numbers. Likewise, we may collect names from content on the device such as application names, artist names, titles and tags of the media files.

We collect information that you speak or type into a ScantoDine dialog box. We do not use the information we collect from you to identify you as an individual. ScantoDine never stores or keeps personally identifiable information on any user. We do collect personal information to improve the Services as described in this section.

WHAT DO WE USE YOUR INFORMATION FOR?

Any of the information we collect from you may be used in one of the following ways:

- To improve customer service: Buyer's information helps us more effectively respond to the customer service requests and support needs.
- To send periodic emails: We may use your email address to ask for feedback or inform you of product news and opportunities. In any such communication we will always provide a method to opt out of future communications.
- To personalize your experience: Your information helps us to better respond to your individual needs.
- To offer you better choices based on your geographical location E.g., when you ask ScantoDine Assistant to find a good dress or that footwear you were looking for, the Assistant needs to know where you are at the moment.

– To provide, maintain, protect, and improve our services and develop new ones. Buyer's feedbacks always inspire us to improve our services

DO WE USE COOKIES?

Yes. Cookies are small files that a website or its service provider transfers to your computer hard drive through the Web browser (if you allow) that enables the sites or service providers systems to recognize your browser and capture and remember certain information.

We use cookies to understand and save your preferences for future visits and compile aggregate data about website traffic and website interaction so that we can offer better website experiences and tools in the future. We may contract with third-party service providers to assist us in better understanding our website visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

DO WE DISCLOSE ANY INFORMATION TO OUTSIDE PARTIES?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing, as long as you give us your consent to transfer your personally identifiable information to outside parties and so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our website policies, or protect ours or others rights, property, or safety. However, non-personally identifiable user information may be provided to other parties for marketing, advertising, or other uses. For example, when you ask ScantoDine Assistant to update your Facebook status, we provide Facebook with the information you gave us in order to fulfill your request. Information collected by the third-party applications provider is governed by their privacy policies.

USAGE LICENSE

ScantoDine hereby grants you a non-exclusive, non-transferable license to download, install, and use ScantoDine applications to access the Services on one mobile device according to these Terms and Conditions. You agree not to reproduce, redistribute, or use the ScantoDine applications by any means or for any purpose other than in accordance with these Terms and Conditions.

You agree that ScantoDine retains all rights, title, and interest in the Services, including all intellectual property rights related thereto. You agree not to remove, alter, or otherwise obscure any trademark, copyright or other proprietary rights notices contained within or displayed by the ScantoDine applications.

PERSONAL, NON-COMMERCIAL USE

You may use the Services only for your own personal, non-commercial use. Unless expressly authorized by ScantoDine in writing, you may not: - market, copy, distribute, resell, or otherwise offer the ScantoDine applications to any other individual or entity; - attempt to modify, reverse engineer or disassemble the Services, or make any other attempt to obtain source code from the Services; - use the Services in any way that may adversely affect ScantoDine's Services or the ability of other users to use those services in any way; - communicate in any way the results of any product testing, competitive benchmarking or other product evaluation outside of your own organization; - use the Services for any other commercial or competitive reasons.

WHEN ENCOUNTERING MALFUNCTIONS

If you experience a problem with the ScantoDine Services, please contact ScantoDine customer support (at customercare@ScantoDine.com) so that we could try to resolve the problem. We will make every reasonable attempt to resolve any issues you may have with the ScantoDine Services. Although you should keep in mind that ScantoDine invokes a number of third-party applications that may be a source of the problem, in this case ScantoDine may have no power to resolve such a problem.

LAWFUL PURPOSE

You may use the Services only for lawful purposes. You are responsible for compliance with all federal, state, and local law applicable to your use of the Services, whether you use it from the United States or any other country. ScantoDine's Services shall not be used to display, support, develop, supply or market the physical effects of violence (including, without limitation, blood, gore and organs) on humans or human-like characters, explicit sexual content, sex crimes, disparagement of ethnic or religious groups, racial epithets, profane language or hate speech.

USAGE WHILE DRIVING

Usage of the ScantoDine applications while driving or performing any other potentially dangerous activity which requires your attention may be distracting and unsafe for you and other people on the road, and is discouraged. Usage of the Services that involves typing on or looking at the device while driving or performing any other potentially dangerous activity is prohibited. It may also be illegal in your area.

NOT FOR EMERGENCY USE

You acknowledge and agree that the Services are neither intended nor suitable for urgent emergency use, and that you will not use it for emergency purposes.

VOLUNTARY SUBMISSIONS TO ScantoDine

If you are using ScantoDine Services on a platform with the ability to select a "Send Feedback" (or similar) option, you acknowledge that any submission that you make to us from ScantoDine's "Send

Feedback" feature becomes the property of ScantoDine, including all intellectual property rights therein. By using this feature, you agree to assign upon transmission to ScantoDine all rights, title and interest (including all intellectual property rights therein) in such submission, and ScantoDine may use such submission in any way and for any purpose. However, we will not use your name or any other personal information without obtaining your express permission in advance.

You agree not to submit any information or materials which would subject ScantoDine to any licenses or obligations if we were to use them. By sending us a submission, you are representing that you are the sole and rightful owner of the submission, and that to the best of your knowledge, no other third parties have any claim to your submission.

This section shall survive the termination of these Terms and Conditions as defined below.

THIRD PARTY APPLICATIONS AND CONTENT

In order to deliver the Services to you, ScantoDine invokes a number of third-party applications which were not developed by ScantoDine, i.e. browser, email and SMS programs, dialer, calendar, and other applications. The Services send information that you speak to these applications but do not perform these functions. ScantoDine cannot take responsibility for any functionality, content, suitability, privacy, support or other attribute of those applications or the content they may request from or deliver to you. Your use of those applications, including when you access them via the Services, is governed by any license agreements you may have entered into with their respective vendors.

We cannot guarantee that web searches or other queries you submit via the Services to other applications will not result in displaying content or links to content that you may find objectionable, offensive, or otherwise inappropriate. Such content is not within our control.

THIRD PARTY LINKS

Occasionally, at our discretion, we may include or offer third party products or services through our website and other services. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sit

FEES, COSTS, AND OTHER EXPENSES

The Services make use of a data network operated by the device manufacturer and/or your wireless service provider to send both data and recorded audio from your device to our servers, and to serve information back to you. Depending on your data plan, you may incur charges from the device manufacturer or your wireless service provider for use of their networks and/or for specific services such as making phone calls, sending or receiving text messages and/or emails, or other services.

You are solely responsible for any and all costs you incur as a result of your usage of the Services.

ScantoDine – Buyer Protection Policy

We have made some changes in our policy, keeping in mind requirement of strict hygiene and safety protocols for ensuring health of our Buyers, delivery partners and Merchants. We are taking all steps to encourage contact less delivery systems and seek your co-operation in our efforts.

Cancellation:

As a Buyer you can cancel your order anytime within 5 minutes of placing your order. We encourage you to maintain a low cancellation rate as it impacts planning for our Merchants and their delivery agents. In case of cancellation we will refund any payments already made by you for the order. If we suspect any fraudulent transaction which defies the terms & conditions of using the website or based on your order history, we at our sole discretion could cancel such orders.

Refunds

We request your co-operation to adhere to the cancellation and return terms and conditions to avoid inconvenience. Any refund requests will be assessed on a case to case basis.

Our decision on refunds shall be final and binding.