

Users Terms and Conditions

1. User Eligibility:

These Users terms of use (Terms and Conditions) mandate the terms on which users or visitors (the “**Users**”) accessing the platform www.frebodelivery.com and any corresponding websites or mobile applications (the “**Platform**”), owned and operated by Frebodelivery LLP (“**Frebo**”), a company duly incorporated pursuant to section 12(1) of the Limited Liability Partnership Act 2008 and having its registered office at No 36, Ground Floor, Bhuvaneshwari Nagar, 4th Cross,, Hesaraghatta Main Road, T Dasarahalli (8th Mile), Peenya Dasarahalli, Bangalore North, Bangalore, Karnataka, India-560057.

Users are requested to carefully read the Terms and Conditions before using the Platform or registering on the Platform or accessing any material or information through the Platform. Through the continued use of the Platform, or accepting these Terms and Conditions at the time of creating an Account, Users accept these Terms and Conditions and agree to be legally bound by the same. Notwithstanding the generality of the foregoing, Frebo shall intimate the Users regarding any changes to these Terms and Conditions annually. It shall be your obligation to periodically visit this document and apprise yourself of any amendments.

Use of and access to the Platform is offered to Users upon the condition of acceptance of all the terms, conditions and notices contained in these Terms of Use and Privacy Policy, along with any amendments made by Frebo at its sole discretion and posted on the Platform from time to time and subject to the above, Frebo grants Users a personal, non-exclusive, non-transferable, limited privilege to enter and use the Platform and the Frebo Services.

By virtue of using the Website or platform, you shall be deemed to have entered into the following binding agreement with Frebo, and you agree to comply with, and be legally bound by each of the terms and conditions contained herein, as well as any policies that are incorporated by reference in these Terms, whether or not you become a registered user of the Website or platform in order to purchase our products or services. For avoidance of doubt, it is clarified that each time you buy the service on the platform, you agree to be bound by the terms and conditions set out herein. If you do not agree with these Terms, please close the Website or platform and cease browsing further immediately.

This document is an electronic record as prescribed under the Information Technology Act, 2000. You hereby agree and acknowledge that this document does not require any physical or digital signatures, and your use of the Website or mobile application is sufficient evidence of your acceptance of the terms and conditions

set out herein, as required under the Indian Contract Act, 1872 and the Information Technology Act, 2000.

For the purposes of these Terms, wherever the context so requires, the terms you or user shall mean any natural or legal person who has downloaded the Website or mobile application and is using the same. The term we, us and our shall refer to Frebo.

In order to use the Platform and avail the Frebo Services, Users will have to register on the Platform and create an account with a unique user identity and password (“**Account**”). Users will be required to enter their personal information including their name, contact details, email address and valid phone number while registering an Account. As part of the registration, Users may be required to undertake a verification process to verify the information provided.

Users agree and accept that the information provided by the User for the creation of their Account is complete, true, accurate and up-to-date. In the event of any change to such information, Users are required to immediately update their Account information. Users acknowledge and accept that Frebo has not independently verified the information and Frebo shall in no way be responsible or liable for the accuracy or completeness of any information provided by Users. If Users provide any information that is untrue, inaccurate, not current or incomplete, or Frebo has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Frebo reserves the right to suspend or terminate the respective User Account and refuse any and all current or future use of the Platform (or any portion thereof) through such User Account, at any time.

Users are responsible for maintaining the confidentiality of the Account information, and are fully responsible for all activities that occur through their Account. Users agree to (i) immediately notify Frebo of any unauthorized use of their Account, related information or any other breach of security. Frebo cannot and will not be liable for any loss or damage arising from User failure to comply with this provision. Users may be held liable for losses incurred by Frebo or any other User or visitor to the Platform due to authorized or unauthorized use of their Account as a result of User failure in keeping their Account information secure and confidential. Use of another User's Account information is expressly prohibited.

Frebo shall use User location-based information that is captured by Frebo through the global positioning system when they use their mobile device or computer to request a Frebo Service on the Platform. Such location based information shall be used by Frebo only to facilitate and improve the Frebo Services being offered to Users.

In the case where the Platform is unable to establish a unique identity of the User against a valid mobile number, the Account shall be indefinitely suspended. Frebo reserves the full discretion to suspend a User's Account in the above event and does not have the obligation/liability to share any Account information whatsoever.

The Platform provides Users with the following service - It facilitates Users to have packages (Lunch boxes) picked up from their home- and dropped off from 1 (one) location to the other (To their school) through Delivery Partners ("**PND Services**");

2. Website (Platform):

The Website (Platform) is owned and managed, operated and maintained by Frebo. All content on the Website (Platform), including logos, information, photos, etc. is either owned by Frebo or Frebo has obtained adequate licenses in order to use the same. As long as you comply with the Terms, we grant you a personal, non-exclusive, non-transferable, limited right to only use the Website (Platform) in accordance with the Terms, revocable at any time at our discretion. Frebo may, at its sole discretion, make any changes to the Website(Platform), including its functionalities, content display, and the like, without providing notice to you. Frebo shall be entitled, at its discretion, to suspend the Website (Platform) for reasons it deems fit, including repairs, upgrades, developments, etc. and shall not, in any manner, be liable to you for any damages, losses, costs or expenses arising from or in connection with such suspension or lack of availability of the Website (Platform). You may use the Website for the sole purpose of placing orders for the delivery of your home made lunch boxes to your schools, in accordance with the instructions provided on the Website (Platform).

3. Registration:

In order to avail our services, you will need to register yourself on the mobile application (Frebo) as a user.

By registering on the Mobile application as a user, you hereby represent and warrant that you are:

1. At least 18 years old.
2. not in any manner, prohibited by applicable law to enter into an agreement with us on these Terms for the purchase of our services.
3. competent to contract under the Indian Contract Act, 1872.

You shall be solely responsible to ensure that the registration details of your account with Frebo, including your password, are kept confidential and secure. In the event of a breach by you of these Terms or for any reason whatsoever, Frebo may: disallow your application to register yourself on the Website (Platform) and upon registration, suspend your registration as well as access to Website (Platform).

4. SUBSCRIPTIONS AND DELIVERIES:

You may use the Website(Platform) to subscribe on our Website (Platform). You will be required to choose from the available options for subscription in accordance with the options provided on the Website(Platform). You acknowledge that we are only able to deliver your own home made lunch boxes to a select set of schools across the country. A list of schools where we deliver your lunch boxes may be found here.

5. Privacy

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