

StartWell Terms of Use

Last Updated: 4th April 2023

Disclaimer: In the event of any discrepancy or conflict, real or perceived, the English version will prevail over any translation.

The website (www.startwell.in) ("Startwell website" or "the website") and mobile application ("Startwell app" or "the app", downloaded from authorized app stores)-collectively, "Platform", is owned operated by Startwell Health And Wellbeing Private Limited ("Startwell" or "us" or "we" or "our"), having its registered office located at FL 1104/1105/1106, PL 11-12, Sector-6, Symphony, Kharghar Mumbai, Raigarh, Maharashtra 410210, India. Our corporate address is (FL 1104/1105/1106, PL 11-12, Sector-6, Symphony, Kharghar Mumbai, Raigarh, Maharashtra 410210, India), where you may reach us.

Accessing, browsing or otherwise using the Platform will be construed as Your unequivocal and irrevocable acceptance and acknowledgement to the terms and conditions contained under these Terms of Use and binding policies hereof. By using the Platform, You declare to have carefully read, understood and agree to be bound by these Terms of Use. Every time you use the Startwell Service, shall constitute your acceptance of changes made to these Terms of Use.

In addition, when you use any current or future Startwell service ("Startwell Service" or "Service"), you will also be subject to the terms, guidelines and conditions applicable to that Startwell Service. ("Service Terms"). If these Terms of Use are inconsistent with such Service Terms, the Service Terms will prevail.

These "Terms of Use" constitute an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures.

As described in our Privacy Notice, we share information with third-party service providers. For example, we use third-party service providers to fulfill orders for products or services, and to deliver packages. For any further details on our security practices, please read our Privacy Notice [here](#).

1. What do we do?

- a. Startwell is a Platform where you can choose from provided Indian or Continental meal options (i.e. products) for your child to consume during their recess in their school. You can place their order and make payments online, as also monitor your child's consumption patterns on the Platform. We provide our Services for children from kindergarten up to 12th grade.
- b. Startwell delivers selected food options to your specific child's school. The Service is available only for schools which are listed on the website, and You may choose to invite any school to enter into correspondence with Startwell for discussing its onboarding onto the Platform.
- c. Meals are prepared in our kitchen and delivered to the school 30 minutes before recess, to the best of our ability. They are then distributed to the students in their classrooms by our staff or school staff, depending on the school's preference. Lunch Boxes and corresponding jute bags will be collected from the school at roughly the end of school hours.
- d. Our menu features a variety of vegetarian, healthy and delicious breakfast and lunch options for children. We may change, alter, or discontinue specific offerings in our menu, or rates thereof, at any time owing to availability and appropriateness at any time, without any prior notice.
- e. Fresh meals prepared by us are packaged in food grade 304 Stainless Steel Lunch Boxes. Your child's name, class, and section are put in a sleeve on the jute bag and delivered to the school.
- f. You can select their preferred meal options and place orders for a day, week, month, or a semester and make payment accordingly, as allowed for in our website. Weekly menus will be shared with you on your provided email ids. You will have complete flexibility to pause or modify delivery dates, and can book or cancel a delivery for the day latest by the preceding midnight. Subscription plans can be canceled by the preceding midnight of the last delivery you intend to receive, and the remainder cash will be credited to the Startwell wallet associated with your Account on the Platform instantly.
- g. Our meals are prepared with fresh, high-quality ingredients by trained chefs and are designed to meet age-specific nutritional guidelines specified by Food Standards and Safety Authority of India. We use sustainably sourced whole and fresh ingredients and avoid anything artificial or processed.

- h. Maintaining high hygiene standards in our kitchen is a top priority. We have implemented several measures to ensure the safety and quality of the food we produce, including:
 - i. Training our staff on proper hygiene and sanitation practices, such as handwashing and using personal protective equipment.
 - ii. Implementing a regular cleaning and sanitation schedule to keep the kitchen clean and sanitized.
 - iii. Implementing Hazard Analysis and Critical Control Points (HACCP), a food safety management system that identifies and controls potential hazards throughout the food production process.
 - iv. Maintaining temperature control by monitoring cooking temperature and ensuring that food is stored at the appropriate temperature.
 - v. Regular Integrated Pest Management (IPM) protocol followed to keep pests out of the kitchen.
 - vi. Conducting regular inspections and monitoring to ensure that hygiene and sanitation standards are being met.
 - vii. Compliance with FSSAI and industry standards related to food hygiene and sanitation.
 - viii. Implementing strict hygiene protocols such as hairnets, gloves, clean aprons and shoes, use of sanitisers for cleaning utensils.
- i. We encourage you, school management and even students to visit our kitchen(s) listed on the website anytime during operational hours as mentioned on our website.
- j. If for unanticipated reasons not arising from Force Majeure events we fail to deliver your child's food without informing you before the start of your child's school hours, we will not charge for such day's missed delivery, and if we have already received money for such day, we will credit such amount to the Startwell wallet associated with your account forthwith.

2. Ordering

- a. You agree to take reasonable care when providing Startwell with your details and warrant that these details are accurate and complete at the time of placing order(s). You also warrant that the credit or debit card details (or other payment methods which Startwell is accepting on the Platform at the time of placing such order(s)) that you provide are of your own credit or debit card.
- b. Startwell ensures quality standards and is responsible and liable for all and any issues and cases pertaining to the quality of the food or order for eg. veg/non-veg labeling etc but not limited to this, to You directly and not any other third-party.
- c. You understand that some types of food products may be suitable for your designated child within certain age ranges only. It is your sole responsibility to check whether the products you are ordering are suitable for the intended recipient designated child.

3. Prices and Payment

- a. All prices listed on the Platform for products are correct at the time of publication. Startwell reserves the right to alter its offerings or menu of products available for sale and to delete and remove from listing the offerings or menu of product options, if any.
- b. You agree that in case of change in price, Startwell or its employees will not be liable to you in any manner.
- c. The total price for product and product delivery including all other charges, taxes, costs, if any, will be displayed on the Platform when you place your order, with invoices emailed to the email address you have provided us. Full payment must be made for all the particulars mentioned in the order.
- d. If you choose online payment, you shall ensure that online payment mode is secured, 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 necessary security checks to confirm your identification before making any such payment.

4. Delivery

- a. In the event, Startwell is unable to deliver the product to you on time or at all, you will be notified by an email and your order will be automatically canceled due to

unavailability of the product or at your instructions due to failure to deliver the product on the expected time of delivery by us or our delivery partners. Startwell will not be liable to pay for any damages in such an event owing to cancellation of the order or delay in delivery.

- b. In case of a late delivery, charges will neither be voided nor refunded by Startwell.
- c. If the school fails to accept delivery of the product(s) at the time they are ready for delivery or Startwell is unable to deliver at the nominated time due to your or the school's failure to provide appropriate instructions or authorizations, then the product(s) shall be deemed to have been delivered to your designated child and all risk and responsibility in relation to such product(s) shall pass to you. Any storage, insurance and other costs which Startwell may incur as a result of the inability to deliver shall be your responsibility and you shall indemnify Startwell in full for such cost.
- d. Startwell cannot be held liable for any damage, cost or expense incurred to product(s) as a result of a failure to provide adequate access or arrangements for delivery by you or the school.
- e. While we have made our best efforts to ensure delivery of the products on time, you agree and acknowledge that time is not the essence of this agreement, and the delivery times provided on the Platform are approximate only, and may vary according to the situation.

5. Eligibility

Services of the Platform would be available to only select geographies in India, which will be updated on the Startwell website. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including undischarged insolvents etc. are not eligible to use the Platform.

If you are using the Platform on behalf of any corporation, company, institution, association or other entity, the person should be authorized by such corporation, company, institution, association or other entity to use and access the Platform.

If you are a minor i.e. under the age of 18 years but at least 13 years of age you may use the Platform only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. If your age is below 18 years, your parents or legal guardians can transact on behalf of you if they are registered users.

6. Your Account

If you use the Platform, you alone are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorized access to your account.

You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner.

Please ensure the details that you provide us with are correct and complete and inform us immediately of any changes to the information that you provided while registering. You can access and update much of the information you provided us within the Platform.

If you know or have reasons to believe that the security of your account has been compromised, you should contact us immediately. If we find a breach or suspected breach of security of your account, we may require you to change your password, temporarily or permanently block or suspend your account, which will be without any liability to Startwell.

You can create one Account only and it is not permitted to transfer or interchange such an Account to any other person. The list of information required to be provided by you, the manner of usage, protection and confidentiality of your information and account information are more specifically dealt with under the Platform's Privacy Notice and you are requested to read the Privacy Notice in detail before sharing your information or creating an account.

You agree and acknowledge that you will use your Account on the Platform to purchase products only for your child's personal use and not for any business purposes (eg. reselling etc.).

Startwell reserves the right to refuse access to the Platform, terminate accounts, remove or edit content at any time without notice to you and without recording any reasons thereof.

7. Privacy

Please review our Privacy Notice, which also governs your visit to the Platform, to understand our practices. The personal information / data provided to us by you during the course of usage of the Platform will be treated as strictly confidential and in accordance

with the Privacy Notice and applicable laws and regulations. If you object to your information being transferred or used, please do not use the Platform.

8. Access to the Platform

We will do our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

9. License for Platform Access

Subject to your compliance with these Terms of Use and payment of applicable fees, if any, Startwell grants you a limited license to access and make personal use of the Platform, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Startwell and / or its affiliates, as may be applicable. This license does not include any resale or commercial use of the Platform or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the website or its contents; any downloading or copying of account information for the benefit of another seller or otherwise; or any use of data mining, robots, or similar data gathering and extraction tools.

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You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Startwell and its affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilizing Startwell's or its affiliates' names or trademarks without the express written consent of Startwell and / or its affiliates, as applicable. Any unauthorized use terminates the permission or license granted by Startwell and / or its affiliates, as applicable.

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to pages of the Website or Platform as long as the link does not portray Startwell, Startwell website, the Platform, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any Startwell logo or other proprietary graphic or trademark as part of the link without express written consent of Startwell and / or its affiliates, as may be applicable.

10. Your Conduct

You must not use the Platform in any way that causes, or is likely to cause, the Platform or access to it to be interrupted, damaged or impaired in any way. You understand that you, and not Startwell, are responsible for all electronic communications and content sent from your computer to us or any other person/party and you must use the Platform for lawful purposes only.

You must not host, display, upload, modify, publish, transmit, store, update, or share any information that:

- belongs to another person and to which the user does not have any right;
- Is defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libelous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
- is harmful to a child;
- infringes any patent, trademark, copyright or other proprietary rights;
- violates any law for the time being in force;
- deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- impersonates another person;
- threatens 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 cognisable offence or prevents investigation of any offence or is insulting other nation;

- contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
- is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.

The Platform operates on a "notice and takedown" basis. If you believe that any content on the website is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, insulting or harassing, blasphemous, defamatory, libelous, obscene, pornographic, paedophilic, invasive of another's privacy or menacing; ethnically objectionable, disparaging; or in breach of a third party's confidential, proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, defence, security or sovereignty of India or friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or in insulting other nation; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource; or is patently false and untrue ("Objectionable Content"), please notify us immediately, after which we will make all reasonable endeavours to remove such Objectionable Content complained about within a reasonable time.

You agree to defend, indemnify and hold harmless Startwell, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to Startwell or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfilment of any of your obligations under these Terms of Use or arising out of the your violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or termination of these Terms of Use.

11. Reviews, Comments, Communications and Other Content

Users of the Platform may post reviews, comments and other content; send communications; and submit suggestions, ideas, comments, questions, or other information from time to time depending upon the features as present on the Platform from time to time, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." In the event a user uses a false email address, impersonates any person or entity, or otherwise misleads as to the origin of any content. Startwell reserves the right (but not the obligation) to remove, refuse, delete or edit any content that in the sole judgment of Startwell.in violates these Terms of Use and, or terminate your permission to access or use the Platform.

If you do post content or submit material, and unless we indicate otherwise, you grant Startwell and its affiliates a non-exclusive, royalty-free, irrevocable, perpetual and fully sublicensable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media; and Startwell and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose.

You agree that the rights you grant above are irrevocable during the entire period of protection of your intellectual property rights associated with such content and material. You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to Startwell, including the execution of deeds and documents, at its request.

You represent and warrant that you own or otherwise control all of the rights to the content that you post or that you otherwise provide on or through the website; that, as at the date that the content or material is submitted to the Platform: (i) the content and material is accurate; (ii) use of the content and material you supply does not breach any applicable Platform policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory); (iii) the content is lawful. You agree to indemnify Startwell and its affiliates for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these warranties.

12. Product Details

You can refer to the product detail page on the Platform for checking any product details provided by us regarding the following:

- The total price in single figure of any good or service, along with the breakup price for the good or service, showing all the compulsory and voluntary charges such as delivery charges, postage and handling charges, conveyance charges and the applicable tax, as applicable. These details are available on the invoice issued to you over the Platform and/or email;
- Mandatory notices and information provided by applicable laws, and the expiry date of the good being offered for sale, where applicable;
- Goods and services offered for sale by the seller including country of origin which are necessary for enabling the consumer to make an informed decision at the pre-purchase stage;
- Importer and the guarantees related to the authenticity or genuineness of the imported products; and
- Guarantees or warranties applicable to such goods or services.

Startwell attempts to be as accurate as possible in the description of products on the Platform. However, Startwell does not warrant that the product description, color, information or other content of the Platform is accurate, complete, reliable, current or error-free. The Platform may contain typographical errors or inaccuracies and may not be complete or current. The product pictures are indicative and may not match the actual product.

Startwell reserves the right to correct, change or update information, errors, inaccuracies or omissions at any time (including after an order has been submitted) without prior notice. Please note that such errors, inaccuracies or omissions may also relate to pricing and availability of the product or services.

Any recommendation made to you in the Platform during the course of your use of the Platform is purely for informational purposes and for your convenience and does not amount to endorsement of the product or services by Startwell or any of its associates in any manner.

Prices and availability of the products and services provided or offered on the Platform are subject to change without prior notice and at the sole discretion of Startwell. Startwell may revise and cease to make available any product/ services at any time.

We have made every effort to display the colors of our products that appear on the Platform as accurately as possible. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate.

13. Conditions of Sale

Please read these conditions carefully before placing an order for any products with us on the Startwell platform. These conditions signify your agreement to be bound by these conditions.

In addition, when you use any current or future Startwell Services, you will also be subject to the terms, guidelines and conditions applicable to that service ("Service Terms"). If these Conditions of Sale are inconsistent with such Service Terms, the Service Terms will prevail.

Your order is an offer to us to buy the product(s) in your order. When you place an order to purchase a product from us, you will receive an email confirming receipt of your order and containing the details of your order (the "Order Confirmation email"). The Order Confirmation email is acknowledgement that we have received your order, and does not confirm acceptance of your offer to buy the product(s) ordered. We only accept your offer, and conclude the contract of sale for a product ordered by you, when the product is dispatched to you and an email confirmation is sent to you that the product has been dispatched to you (the "Dispatch Confirmation email"). If your order is dispatched in more than one package, you may receive a separate Dispatch Confirmation email for each package, and each Dispatch Confirmation email and corresponding dispatch will conclude a separate contract of sale between you and us for the product(s) specified in that Dispatch Confirmation email.

Your contract is with us and you confirm that the product(s) ordered by you are purchased for your designated child's internal / personal purpose and not for resale or business purpose. You authorize us to declare and provide declaration to any governmental authority on your behalf stating the aforesaid purpose of the products ordered by you on the website.

You can cancel your order for a product at no cost any time before we send the Dispatch Confirmation email relating to that product.

14. Limitation of Liability

All products provided by us are on an 'as is' and 'as available' basis. We hereby disclaim all warranties, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for purpose, and the like.

We make no representations or warranties of any kind, express or implied, as to the operation of the Platform or the information, content, materials, or products shown on this Platform. You expressly agree that your use of this Website is at your sole risk.

You are solely responsible to ensure the proper handling of the food once it is delivered to your designated child, or deemed to be delivered when school personnel take delivery. Both the title and risk in the products passes upon delivery, and we shall not be liable for any damage or loss caused or claims arising or resulting for any events occurring following our delivery, against which you indemnify us to the fullest, including (and not limited to), for example, the following:

1. improper storage after delivery;
2. use of unhygienic food utensils to consume the products delivered;
3. the consumption of other edible items along with the products delivered;
4. the consumption of the products after the suggested period of consumption;
5. any effects of the weather (including heat or humidity) on the products once it is delivered.

The products that we deliver are, by their very nature, perishable. These products must be consumed within four hours of delivery. You agree and acknowledge that we shall not be responsible for any claims, losses or damages resulting from your designated child consuming the products beyond such time.

We are in no position to verify whether a designated child to whom the products are delivered is allergic to specific kinds of food items, and therefore, we cannot, in any manner, be held liable for any damage caused to the designated child due to any allergic reaction. You hereby agree and acknowledge that you have consulted qualified medical professionals and experts to ensure that your designated child is not allergic to any and all of the products that are made available on our menu, and you shall be solely responsible for any damage caused to your designated child due to any adverse allergic reaction.

The products we provide are vegetarian. However, our menu has not been tailored specifically to the requirements of the adherents of any religion. Therefore, some products do contain ingredients such as onion, garlic, mushrooms, etc. and other such items that you may not consume, in accordance with your beliefs. It shall be your sole responsibility to thoroughly inspect the menu before ordering.

While we have made our best efforts to ensure that all products delivered to your designated child are nutritional and healthy, the information provided on the Platform is not, in any manner, intended to be used as a substitute for medical guidance. The diets of your designated child must be designed only in consultation with your doctors and specialists. Nothing stated or presented on the Platform is intended to be a substitute for professional medical advice. Please consult your doctor should you have any questions relating to your diet.

The images and pictorial representations of the products set out on the Website are only indicative in nature. The actual food delivered may vary in terms of size, colour, presentation, etc.

We have made our best attempts to display the products' details, pricing and nutritional information on our Platform as accurately as possible. We do not guarantee, however, that all such information is accurate, and you hereby acknowledge the same. You shall remain solely responsible for any claims, losses or damages arising or resulting from your reliance therein.

You agree that our entire liability, and your sole remedy, in relation to any claims for losses, damages, etc. in relation to this Agreement shall be limited to the amount paid by you for the products delivered. In any event, you agree that we shall not be liable for any direct, indirect, incidental, special or consequential damages for any breach of these Terms.

15. Indemnity and Release

You shall indemnify and hold harmless Startwell, its subsidiaries, affiliates and their respective officers, directors, agents and employees, from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of your breach of these Terms of Use or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party. You hereby expressly release Startwell and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the vendors and specifically waive any claims or demands that you may have in this behalf under any statute, contract or otherwise.

You hereby agree to indemnify, defend, and hold harmless us, as well as our employees, officers, directors, contractors, consultants, shareholders, representatives, successors and assigns, from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, lawyers' fees and expenses) and costs (including, without limitation,

court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether in law or equity, whether in tort, contract or otherwise, including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your and your designated child's consumption of the products; (b) use of the Platform; (b) any content you create, post, share or store on or through the Platform, (c) your breach of these Terms, and (d) your violation of the rights of third parties. You agree to promptly notify us of any third party claims and cooperate with us in defending such claims. You further agree that we shall have full control of the defense or settlement of any third party claims.

16. Communications

When you visit the Platform, you are communicating with us electronically. You will be required to provide a valid phone number while placing an order with us. We may communicate with you by email, SMS, phone call or by posting notices on the Platform or by any other mode of communication. For contractual purposes, you consent to receive communications (including transactional, promotional and/or commercial messages), from us with respect to your use of the Platform and/or your order placed on the Platform.

17. Losses

We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the website.

18. Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to our website, policies, and these Terms of Use at any time. You will be subject to the policies and Terms of Use in force at the time that you use the Platform, use the Service, or that you order products from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

19. Events beyond our Reasonable Control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

You agree that we shall not be responsible to you for any breach or delay in the performance of our obligations hereunder (including delays in delivery) if such breach or delay is caused due to a Force Majeure event, which shall include acts of God, terrorism, war, political insurgence, strikes, lockouts, lockdowns, transport restrictions, riots, civil unrest, natural calamities, or man-made eventualities outside of our control.

20. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in that and any other situation where you breach these conditions.

21. Copyright and Trademark

Startwell and its licensors expressly reserve all their intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on the Platform. Access to the Platform does not confer and shall not be considered as conferring upon anyone any license under any of Startwell or any third party's intellectual property rights. All rights, including copyright, in this website are owned by or licensed to Startwell. Any use of the Platform or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of Startwell. You may not modify, distribute or re-post anything on the Platform for any purpose. The names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of Startwell, its affiliates, its partners or sellers. All other marks are the property of their respective intellectual property rights holders. No trademark or service mark license is granted in connection with the materials contained on the Platform. Access to the Platform does not authorize anyone to use any name, logo or mark in any manner. References on the Platform to any names, marks, products or services of third parties or hypertext links to third party sites or information are provided solely as a convenience to you and do not in any way constitute or

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22. Governing Law, Dispute Resolution, and Jurisdiction

These Terms of Use are governed by and construed in accordance with the Laws of India and its constituent State of Maharashtra. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Mumbai, Maharashtra.

To ensure the timely and economical resolution of disputes that arise in connection with the terms mentioned in these Terms of Use, you agree that any and all disputes, claims, or causes of action arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, to the fullest extent permitted by law first by direct negotiations and if the Dispute is still not resolved within thirty (30) days, ("Mutual Resolution Period") then the parties may choose to resolve the dispute through Arbitration by mutually appointing a Sole Arbitrator at Mumbai, Maharashtra. You acknowledge the

exclusive jurisdiction of the appropriate Courts in Mumbai, Maharashtra for resolution of any Dispute.

23. Assignment

You shall not be entitled to transfer or assign any of the rights under this Agreement, or delegate the performance of any of the duties hereunder, without our prior written consent.

24. Severability

Should any part of these Terms be declared illegal or unenforceable, you shall cooperate with us in all ways open to you to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter these Terms. If any term or provision of these Terms shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a conditions precedent or as of the essence of these Terms, or comprising an integral part of, or inseparable from the remainder of these Terms.

25. Software Terms

The following terms, in addition to the rest of the Terms of Use, apply to any software (including any updates or upgrades to the software and any related documentation) that we make available to you from time to time for your use in connection with Services and Platform (the "Startwell Software"):

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In order to keep the Startwell Software up-to-date, we may offer automatic or manual updates at any time and without notice to you.

26. Termination

These Terms of Use are effective unless and until terminated by either you or Startwell. You may terminate these Terms of Use at any time, provided that you discontinue any further use of the platform. Startwell may terminate these Terms of Use at any time and may do so immediately without notice, and accordingly deny you access to the platform, such termination will be without any liability to Startwell. Upon any termination of the Terms of Use by either you or Startwell, you must promptly destroy all materials downloaded or otherwise obtained from the platform, as well as all copies of such materials, whether made under the Terms of Use or otherwise. Startwell's right to any Content shall survive any termination of these Terms of Use. Any such termination of the Terms of Use shall not cancel your obligation to pay for the product already ordered from the platform or affect any liability that may have arisen under the Terms of Use.

In line with applicable law, Visitor will retain your account details for a minimum period of 180 days from the date of its deletion, whether by your request or by Startwell's action.

27. Disclaimers

We further expressly disclaim any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, merchantability, fitness for a particular purpose, or legality of the products listed or displayed or transacted or the content (including product or pricing information and/or specifications) on the platform.

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These Terms of Use determine the rights and liabilities of the parties who use the Services and are supplemented by other policies which Startwell may publish. In case these Terms of Use conflict with other policy(ies), these Terms of Use shall prevail. All Startwell policies

will be enforceable and valid in law to the maximum extent permissible by law jointly and separately.

The platform may contain links to websites of third-parties, including without limitation, advertisers, which are not under our control, and platform is not responsible for the content displayed, or any kind of material or media automatically or willingly downloaded by clicking on that link, or any changes or updates to such websites. Platform provides these links as a convenience, and the inclusion of any link or ad does not imply that the platform endorses or accepts any responsibility for the dealing or content on such third-party websites.

Under no circumstances including acts of negligence, unless explicitly provided by law, shall Startwell (including but not limited to its owners, managers, developers, its affiliates, investors and others), be liable to any person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, unemployment, loss of work or job, computer failure or malfunction, or any and all other economic damages or losses, even if we have been informed of the possibility of such damages.

The Platform depends on third-party service providers, which enable us to deliver our Services to you in a timely, reliable, and efficient fashion. You will be provided adequate notice of such third-party service providers at the appropriate place(s) on the Platform itself. Please note that such third-party service providers have their own terms and conditions and privacy policies, over which we have no control nor for which we take any liability.

This document is an electronic record in terms of Information Technology Act, 2000, as amended. This electronic record is generated by a computer system and does not require any physical or digital signatures.

28. Grievances

Our policy on grievance redressal is governed by the following principles:

- Customer shall be treated fairly at all times.
- Issues raised by customers are always attended with courtesy and in time.
- Customers are provided with effective and satisfactory resolution within reasonable time period.
- Customers are fully informed of avenues to escalate their issues/ grievances if they are not fully satisfied with the response to their complaints.

Call +91 9833607011 to report issues with orders, delivery or sellers.

Call +91 9833607011 for customer support.

Any customer can reach out to our Customer Support team/ representative through electronic mode in the following manner:

Email customer service at: (hello@startwell.in)

Call at Customer Service Desk

Phone: (+91 9833607011) (9am - 5pm)

29. Lodge a ticket with the Customer Service Team

The customer may choose to lodge a complaint at hello@startwell.in. A ticket number shall be provided on the customer's registered email address for each complaint lodged through which the consumer can track the status of the complaint. On response/follow up calls or emails, The Customer Service representative may ask for the ticket number from the customer for verification purposes.

30. Chat with our Customer Service Team

On Startwell platform (9am - 5pm)

Specific complaint numbers will be given to the complaints lodged by the customers to help them track the status of their complaints.

Customers will be offered a customer support facility during the business hours (9am - 5pm).

31. Email us if you are not satisfied

In case your grievance is not adequately addressed by the above mechanism, you may contact our grievance officer below by mentioning the ticket number in the subject line of any email you may send.

Please find below the details of the grievance officer:

Name: Prithvi Rajput

Designation: Founder and CEO

E-mail: prithvi@startwell.in

Address: Kharghar

32. Infringement

The Grievance Officer is identified above pursuant to the provisions of applicable laws including but not limited to the Information Technology Act, 2000 and the Consumer Protection Act, 2019, and the Rules enacted under those laws.

In case you feel that Startwell has infringed upon your copyright, reach out to us directly via sending an email to prithvi@startwell.in with the subject line "Takedown Request", along with: An affidavit affirming that you have the authority to act in this regard, details and identification of the copyright with information reasonably sufficient to permit us to locate the material so allegedly infringed, details of the infringement and a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and sufficient information to contact you back.

33. Indemnities

You shall indemnify, defend, and hold Startwell harmless, at his/her own expense, from and against any and all losses, penalties, liability, obligations, damages, third-party claims, demands, causes of action, costs, and expenses of whatever form or nature (each a "Claim" and collectively, "Claims"), including reasonable outside attorney's fees and other costs of legal defence, arising out of or related to: (i) any negligent acts, omissions or willful misconduct by the you; (ii) your access to and use of the App; (iii) the uploading or submission of Content to the App by you; (iv) an actual or alleged breach of any of the duties, representations, warranties or covenants of this Agreement by you, except to the extent such indemnity is prohibited by law.