

Thank you for using Fibett. These terms of service ("**Terms**") describe the terms on which Fibett grants Users access to the Platform to use the Services through the Fibett website and any related mobile or software applications (collectively, the "**Platform**") and shall be read with the privacy policy.

These Terms and Conditions ("Terms") govern the use of the online food ordering platform provided by Fibett ("the Platform") within the jurisdiction of India. By accessing or using the Platform, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you may not use the Platform.

#### 1. Definitions:

- a. "Platform" refers to the online food ordering platform provided by Fibett.
- b. "User" refers to any individual or entity accessing or using the Platform.
- c. "Restaurant Partner" refers to any restaurant or food establishment that has partnered with Fibett to offer food items through the Platform.

This document outlines the comprehensive range of services provided by Backbone Tech Solutions Pvt Ltd as an ordering platform to our partner restaurants. We are committed to supporting our partner restaurants in optimising their online presence, increasing their visibility, and facilitating efficient order management. Below are the key services we offer:

#### 1. Online Presence Establishment:

- Creation of dedicated restaurant profiles on our ordering platform, including restaurant name, logo, contact details, address, and operating hours.
- Uploading and management of restaurant menus, including item descriptions, prices, and images.
- Customization of menu categories and sections for easy navigation by customers.

#### 2. Order Management System:

- Provision of a user-friendly dashboard for partner restaurants to manage orders received through the platform.
- Real-time notification of new orders, including order details such as item selections, special instructions, and delivery addresses.
- Integration with the restaurant's existing POS system for seamless order processing and inventory management.

### 3. Menu Optimization and Promotion:

- Assistance in optimising menu offerings based on customer preferences and market trends.
- Promotion of featured dishes, daily specials, and promotional offers to increase visibility and attract customers.
- Implementation of dynamic pricing strategies and discounts to incentivize customer orders.

### 4. Marketing and Brand Exposure:

- Inclusion of partner restaurants in targeted marketing campaigns and promotional activities conducted by [Your Company Name].
- Placement of sponsored listings and advertisements to increase restaurant visibility on the platform.
- Collaboration on co-branded marketing initiatives to enhance brand recognition and customer engagement.

### 5. Customer Feedback and Reviews:

- Collection and management of customer feedback and reviews for partner restaurants.
- Regular reporting and analysis of customer feedback to identify areas for improvement and maintain service quality.
- Implementation of reputation management strategies to enhance restaurant ratings and reputation.

### 2. Use of the Platform:

a. The Platform provided by Fibett allows users to browse menus, place orders, and make payments for food items offered by restaurant partners.

b. Users must be at least 18 years old or have the legal capacity to enter into contracts in India to use the Platform.

c. Users agree to provide accurate and up-to-date information when using the Platform, including contact details and delivery addresses.

D. Users start by registering an account on the platform or logging in if they already have an account. They provide necessary details such as name, email address, and contact number.

### 3. Ordering and Payments:

a. Users may place orders through the Platform by selecting items from restaurant menus and providing necessary details such as delivery address and payment information.

b. Orders are subject to acceptance by the restaurant partner. Fibett does not guarantee the availability of items or the accuracy of prices displayed on the Platform.

c. Payment for orders placed through the Platform must be made using the available payment methods. Fibett may use third-party payment processors to facilitate transactions.

### 4. Delivery and Pickup:

a. Delivery times provided on the Platform are estimates and may vary depending on factors such as restaurant preparation time and delivery distance.

b. Users are responsible for providing accurate delivery addresses and instructions. Fibett and restaurant partners are not liable for orders delivered to incorrect addresses provided by users.

c. Users may also have the option to pick up orders from restaurant partners. Pickup times and instructions will be provided upon order confirmation.

#### 5. Cancellations and Refunds:

- a. Users may cancel orders placed through the Platform before they are accepted by the restaurant partner. Once accepted, cancellations may be subject to the restaurant partner's cancellation policy.
- b. Refunds for cancelled orders or orders with issues must be requested within a reasonable timeframe. Refund policies may vary depending on the restaurant partner.

#### 6. User Conduct:

- a. Users agree to use the Platform in accordance with applicable laws and regulations in India and to respect the rights of others.
- b. Users must not engage in any unlawful, fraudulent, or abusive behaviour on the Platform, including but not limited to hacking, spamming, or impersonation.

#### 7. Intellectual Property:

- a. All content and materials on the Platform, including logos, trademarks, and menus, are the property of Fibett or its licensors and are protected by intellectual property laws.
- b. Users may not reproduce, distribute, or modify any content from the Platform without prior written consent from Fibett.

#### 8. Limitation of Liability:

- a. Fibett shall not be liable for any damages arising from the use or inability to use the Platform, including but not limited to direct, indirect, incidental, or consequential damages.
- b. Fibett does not warrant the accuracy, completeness, or reliability of information provided on the Platform or by restaurant partners.

#### 9. Modification and Termination:

a. Fibett reserves the right to modify or terminate the Platform or these Terms at any time, with or without notice.

b. Users' continued use of the Platform after modifications to the Terms constitutes acceptance of the revised Terms.

#### 10. Governing Law and Jurisdiction:

a. These Terms shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law provisions.

b. Any disputes arising from or relating to these Terms or the Platform shall be subject to the exclusive jurisdiction of the courts in [Your Jurisdiction].

#### 11. Contact Information:

If you have any questions or concerns about these Terms or the Platform, please contact us at [Your Contact Information].

By using the Platform, users agree to abide by these Terms and any additional terms and conditions provided by restaurant partners.

#### Privacy Policy for FIBETT Online Food Delivery Platform:-

At FIBETT, we are committed to protecting the privacy and confidentiality of our business-to-business (B2B) clients and their customers who use our online food delivery platform. This Privacy Policy outlines how we collect, use, disclose, and safeguard information provided to us through our platform.

##### 1. Information We Collect:

a. Business Information: We may collect information from B2B clients, such as company name, business address, contact details (including name, email address, phone number), and billing information.

b. Restaurant and Menu Details: When B2B clients register with our platform, we may collect information about their restaurant(s), menu items, pricing, and other relevant details.

c. Order Information: We collect information related to orders placed through our platform, including order details, delivery preferences, and payment information.

d. Customer Information: We may collect information about customers who place orders through our platform, such as name, contact details, delivery address, and order history.

## 2. How We Use Information:

a. To Provide Services: We use information provided by B2B clients to deliver our online food delivery services, process orders, and facilitate transactions on our platform.

b. Customer Support: Information collected may be used to respond to inquiries, provide customer support, and address technical issues.

c. Improvement of Services: We may analyse usage data to improve the functionality, performance, and user experience of our B2B online food delivery platform.

d. Marketing Communications: With B2B client consent, we may send promotional emails, newsletters, or updates about our platform features and services.

## 3. Information Sharing and Disclosure:

a. Service Providers: We may share information with trusted third-party service providers who assist us in operating our platform, processing payments, or delivering services such as delivery logistics.

b. Restaurant Partners: Information may be shared with restaurant partners to fulfill orders and provide customer support.

c. Legal Compliance: We may disclose information when required by law, regulation, or legal process, or to protect our rights, property, or safety, or that of others.

#### 4. Data Security:

a. We implement appropriate technical and organisational measures to safeguard information against unauthorised access, disclosure, alteration, or destruction.

b. B2B clients are responsible for maintaining the security of their account credentials and ensuring the confidentiality of their information.

#### 5. Data Retention:

a. We retain information collected for as long as necessary to fulfil the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law.

#### 6. Client Rights:

a. Clients have the right to access, update, or delete their personal information. They may also request restriction of processing or object to the processing of their information.

b. Clients may unsubscribe from marketing communications at any time by following the instructions provided in such communications.

### 7. LICENSING TERMS

This Agreement ("Agreement") is made in accordance with the laws of India, between Fibett, a BACKBONE TECH SOLUTIONS PVT.LTD., incorporated under the Companies Act, 2023, having its registered office at F-170,FF,PVT NO 3,mangal bazar,Laxmi Nagar,East Delhi,New Delhi-110092., and Fibett, a mobile application developed and owned by the Company, hereinafter referred to as the "App".

#### **Purpose:**

The purpose of this Agreement is to establish a clear correlation between the name of the mobile application ("Fibett") and the name of the company ("Backbone Tech Solutions Pvt.Ltd."), ensuring

that both entities are distinctly recognized and associated with each other in accordance with the laws of India.

**App Name:**

The name of the mobile application developed and owned by the Company is “Fibett”.

**Company Name:**

The name of the company is “BACKBONE TECH SOLUTIONS PVT.LTD.”as registered with the Registrar of Companies, India.

**Correlation:**

1. The Company hereby affirms that the mobile application known as “Fibett” is developed, owned, and operated solely by the Company.
2. The Company acknowledges that the name “Fibett” is a proprietary asset associated exclusively with the mobile application developed by the Company.
3. The Company further acknowledges that any use of the name “Fibett” in connection with products, services, or activities not directly related to the mobile application requires explicit authorization from the Company.
4. The Company agrees to maintain the correlation between the name of the mobile application (“Fibett”) and the name of the company (“BACKBONE TECH SOLUTIONS PVT.LTD.”) in all public communications, marketing materials, and interactions with users.
5. The Company agrees to take all necessary steps to protect the integrity and reputation of the name “Fibett” and “BACKBONE TECH SOLUTIONS PVT.LTD.” in accordance with applicable laws and regulations in India.

**Non-Assignment:**

This Agreement may not be assigned by either party without the prior written consent of the other party.

**Governing Law and Jurisdiction:**

This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in New Delhi, India.

**Severability:**



If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

**Entire Agreement:**

This Agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties.

IN WITNESS WHEREOF, the parties involved hereto have executed this Agreement as of the above written.

Company Registered Name: "BACKBONE TECH SOLUTIONS PVT.LTD."

Company Registered Address: F-170,FF,PVT NO 3,mangal bazar,Laxmi Nagar,East Delhi,New Delhi-110092.

App Registered Name: "Fibett"