

Terms and Conditions

1. INTRODUCTION

1.1 Important information and who we are

Welcome to Ziraf Ltd's Terms and Conditions

At Ziraf Ltd ("we", "us", or "our") we are committed to Terms and Conditions that are set out shall be governed by and construed in accordance with the law of England and Wales.

The individuals from which this Terms and Conditions are set out are as follow for:

- Customers
- Zirafers
- Restaurants
- Employees/Staff Members

Zirafers are handpicked credible chefs, food bloggers and food Instagrammers that provide authentic restaurant reviews.

Ziraf provides online food ordering services by entering into contractual arrangements with Restaurants on a principal to principal basis for the purpose of listing their food and beverages for online ordering by the Customers of Ziraf ("Restaurants"). The customers can access the list of food and beverages of the Restaurant listed on Ziraf and place orders against the Restaurant through Ziraf which the Restaurant may or may not accept at its absolute discretion.

Ziraf is not a manufacturer, seller or distributor of food or beverages and merely places an order against the Restaurant on behalf of the Customer pursuant to the aforesaid contract and facilitate the sale and purchase of food and beverages between customer and Restaurants, under the contract for sale and purchase of food and beverages between the Customer and Restaurant.

Ziraf shall not be liable for any actions or omissions by the Restaurant including deficiency in service, wrong delivery or order, quality of food, time taken to prepare or deliver the order etc

Ziraf must state that the liability of any violation of the The Food Hygiene (England) Regulations 2006 and applicable rules and regulations made thereunder shall solely be of the seller/owners, vendors, Restaurant, importer or manufacturers of the food products.

Ziraf must disclaim in respect of some of the food that may be suitable for certain ages only. It must be the responsibility of Customer to check the food they are ordering and read its description, if provided, before placing order on Ziraf. Ziraf shall not be liable in the event food ordered by Customer does not meet Customer's dietary or any other requirements and/or restrictions.

The customer must warrant that while placing order the details like contact number, delivery address etc. are accurate and correct. By providing these details, the customers expresses his/

her acceptance to Ziraf's terms and conditions and privacy policies. The customer shall not resell food purchased via Ziraf. The customer would place their order on the platform, by allowing the Ziraf an unconditional and irrevocable authorisation to place such orders with their restaurant.

Delivery of an order placed by the Customer through Ziraf may either be undertaken directly by Ziraf against who the Customer has placed the order. Ziraf is merely acting as an intermediary between the Customer and the Restaurants.

Ziraf does not provide any delivery or logistics services and only enables the delivery of food and beverages ordered by the Customers through Ziraf by connecting Customer with the Restaurants.

Ziraf shall not be liable for any acts or omissions on part of the Restaurant including but not limited to deficiency in service, wrong delivery of order, delay in reaching order, order package tampering etc.

The Customer may be charged a delivery fee for delivery of order by Ziraf. The Customer must agree that Ziraf is authorised to collect, on behalf of the Restaurant, as the case may be. The Delivery Charges may vary from, order to order, which may be determined on multiple factors such as order value, demand during peak hours etc. The Ziraf must state that it will use reasonable efforts to inform the Customer of the Delivery Charges that may apply to the Customer, provided the Customer will be responsible for Delivery Charges incurred for Customer's order regardless of Customer's awareness of such Delivery Charges.

Intellectual & Proprietary Rights: The Ziraf must declare its ownership of Ziraf content and Proprietary Rights in detail and the Customer must agree to protect Ziraf's IPR and proprietary rights.

License: Ziraf shall grant Customer a personal, limited, non-exclusive, and non-transferrable license to access and use the Services only as expressly permitted as per the terms and conditions of the Agreement. The Customer must agree not to use the services for an illegal purpose or in any manner inconsistent with the terms and conditions of this Agreement.

Ziraf shall reserves its right that at any time and without prior notice, the Ziraf can remove, block, or disable access to any Content, for any reason or no reason, considered to be objectionable, in violation of the terms and conditions of this Agreement or otherwise harmful to the Services.

Review and Ratings: The review or ratings for restaurant by a Zirafer do not reflect the opinion of Ziraf. Ziraf gets many reviews or ratings for Restaurant by Zirafer, which reviews or ratings for Restaurants by Zirafer, which shows the views of the Zirafer. It is important to state that every review or ratings posted on Ziraf is the personal view of the Zirafer.

On-Time Delivery: The Customer may opt for on-time delivery services offered by the Ziraf, for an additional non-refundable cost, at selected Restaurants. The Customer shall however acknowledge that such services are offered by the Ziraf on a best effort basis, hence should the order fail to reach on or prior to the Promise Time, the Customer would be eligible to receive Coupon worth value. The Coupon is required to be claimed within 24 hours from the time such Order is delivered failing which the eligibility to receive Coupon expires. The Customer shall not be eligible to receive the coupon, if Ziraf fails to deliver such Order within Promise Time for unforeseen reasons beyond the control of Ziraf eg. Strikes, natural disaster etc.

Price List: Ziraf take cares to keep all the prices listed are correct at the time of publication, and have been placed as received from the Restaurants. The final price charged to the Customer may change at the time of delivery. In the event of conflict between prices of the Ziraf and price charged by the Restaurant, the price charged by the Restaurant shall be deemed to be the correct price except Delivery Charge of Ziraf. The total price for food ordered, including the Delivery Charges and other charges, will be displayed on the Ziraf when you place your order. Customer shall make full payment towards such food ordered via the Ziraf. Any amount that may be charged to the Customer by Ziraf over and above the order value shall be inclusive of applicable taxes.

Delivery periods/Pickup time quoted at the time of ordering are approximate only, and may vary. When the Customer opts for Pickup at the time of placing the Order, and Ziraf shall not be liable in any manner in this regard.

Personal Promo Code/offers/memberships can be used by the Customer subject to such terms and conditions set forth by Ziraf from time to time. The Ziraf can promote its new offers/membership plans etc. and the Customer will have to subscribe for the same. The subscribers will only be eligible for offers opted.

Customer will be able to cancel the order prior to the delivery of the item that the Customer has ordered by sending an email to info@zirafapp.com. A refund will be given within 14 days.

Statutory Compliances by Restaurants: The Customer acknowledges that Ziraf bears no responsibility for the compliance with statutory rules, regulations and licenses by the Restaurants. The Customer agrees that Ziraf shall not be liable in any manner if the Customer is unable to avail the offer(s) with a Restaurant due to Restaurant's violation of any statutory rule, regulation and license

Limitation of Liability: Ziraf shall in no manner be liable in any way for any in-person interactions with representatives or staff of the Restaurants or for the member's experience at the Restaurants. The Ziraf in no manner be liable to the member if any outlet of Restaurants temporarily or permanently shuts down its operations. The Ziraf will only take care of claims/liabilities arising out of offers/membership plans advertised by Ziraf solely. Ziraf only a platform which connects the customers and restaurants.

Food hygiene of Restaurants : The food hygiene rating is conducted by the Food Standards Agency and can be found on this website, <https://ratings.food.gov.uk>.

Any material downloaded or otherwise obtained through the use of the Services is done at Customer's own discretion and risk and the Customer will be solely responsible for any damages to Customer's computer system or other device or loss of data that results from the download of any such materials. The Ziraf Parties will not be a party to or in any way be responsible for monitoring any transaction between the Customer and third party providers of products or services.

Advertising: The Customer must agree to the advertisements that may be placed by Ziraf on the Service as some of the Services are supported by advertising revenue and may display advertisements and promotions. The Ziraf will not be responsible or liable for any errors or omission, inaccuracy in advertising material or any loss or damage of any sort incurred as a result of any such dealings or a result of the presence of such other advertiser(s) on the Ziraf platform and mobile application.

Limitation of liability: To the fullest extent permitted by applicable law, in no event shall Ziraf be liable to Customer for any damages resulting from aforementioned points no. (i) to (vii) including but not limited to liability arising out of the (i) disclosure of information pursuant to these terms or Ziraf's Privacy Policy; (ii) if the Customer fails to keep his/her password or account details secure and confidential, and/or (iii) loss or damage which may be incurred by the Customer, including but not limited to loss or damage as a result of reliance placed by the Customer on the completeness, accuracy or existence of any advertising, or a result of any relationship or transaction between the Customer and any advertiser or sponsor whose advertising appears on the Services, and/or delay or failure in performance resulting from causes beyond Ziraf's reasonable control. In no event shall the Ziraf Parties be liable to the Customer for indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, however, caused and under any theory of liability, including but not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss.

Termination by Customer and Ziraf: The Customer can delete his/her account at any time by contacting Ziraf via email at info@zirafapp.com. The Ziraf may terminate Customer's use of the Services and deny access to the Services in Ziraf's sole discretion for any reason or no reason,

including Customer's: (i) violation of terms and conditions of this Agreement (ii) lack of use of the Services. The Customer must agree that any termination of Customer's access to the Services may be affected without prior notice and acknowledge and agree that Ziraf may immediately deactivate or delete account and all related information and/or bar any further access to Customer's account or the Services. Further, Customer must agree that Ziraf shall not be liable to the Customer or any third party for the discontinuation or termination of Customer's access to the Services.

Addendum: Ziraf should be at the liberty vary or amend or change or update the terms and conditions, from time to time entirely at its own discretion. The Customer shall be responsible for checking the terms and conditions from time to time and ensure continued compliance with the said terms and conditions. Customer's usage of Ziraf shall be deemed as express acceptance to such amended/changed terms and the Customer agrees to be bound by such changes/amended Terms and Conditions. The Customer may be required to install certain upgrades or updates to the software in order to continue access or use the Services, or portions thereof (including upgrades or updates designed to correct issues with the Services). Any updates or upgrade provided to you by us under the term and conditions shall be considered part of the Services.

When the Customer have placed an order, the Customer would receive an email confirmation. Once the customer has received the food from Ziraf, the Customer must consumed the food immediately.

While the customer share feedback it's necessary that the feedback shall not contain any confidential, secretive or proprietary information; shall be free to use the feedback on unrestricted basis; by providing feedback the customer is granting Ziraf a binding, non-exclusive, royalty-free, perpetual, global license, to use, modify, develop, publish, distribute the feedback, and the customer irrevocably waives, against Ziraf and its customers any claims. Whatsoever of nature, with regard to such feedback

The customer agrees to indemnify and hold harmless the Ziraf parties from and against any third party claims, damages, actions, proceedings, demands, losses, liabilities, costs and expenses suffered or reasonably incurred by us arising as a result of or in connection with:

- customer's content
- customers' unauthorised use of the services
- customer's access to services
- customer's violation of any rights of another
- customer's breach to any terms or conditions