

## Terms & Conditions

Updated on June 01, 2024

### General Terms

By accessing and placing an order with you, You confirm that you are in agreement with and bound by the terms of service contained in the Terms & Conditions outlined below. These terms apply to the entire website and any email or other type of communication between you.

Under no circumstances shall the team be liable for any direct, indirect, special, incidental, or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on this site, even if the team or an authorized representative has been advised of the possibility of such damages. If your use of materials from this site results in the need for servicing, repair, or correction of equipment or data, you assume any costs thereof.

will not be responsible for any outcome that may occur during the usage of our resources. We reserve the right to change prices and revise the resource usage policy at any moment.

### License

Krua Thai - Preksha Ventures Private Limited grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use our service strictly by the terms of this Agreement.

These Terms & Conditions are a contract between you and Krua Thai - Preksha Ventures Private Limited (referred to in these Terms & Conditions as " Krua Thai - Preksha Ventures Private Limited ", "us", "we" or "our"), the provider of the Krua Thai - Preksha Ventures Private Limited website and the services accessible from the Krua Thai - Preksha Ventures Private Limited website (which are collectively referred to in these Terms & Conditions as the " Krua Thai - Preksha Ventures Private Limited Service").

You are agreeing to be bound by these Terms & Conditions. If you do not agree to these Terms & Conditions, please do not use the Service. In these Terms & Conditions, "you" refers both to you as an individual and to the entity you represent. If you violate any of these Terms & Conditions, we reserve the right to cancel your account or block access to your account without notice.

### Definitions and key terms

For this Terms & Conditions:

- **Cookie:** A small amount of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics, and remember information about you such as your language preference or login information.

- **Company:** When this policy mentions "Company," "we," "us," or "our," it refers to **Krua Thai - Preksha Ventures Private Limited**, HIRANANDANI MEADOWS, Shop No. 106, Block No. 2, First Floor, Emerald Plaza, Gladys Alwares Rd, Thane, Mumbai, Maharashtra 400610 is responsible for your information under this Privacy Policy.

- **Country:** where Krua Thai - Preksha Ventures Private Limited or the owners/founders of Krua Thai - Preksha Ventures Private Limited are based, in this case, is India.
- **Customer:** refers to the company, organization, or person that signs up to use the Krua Thai - Preksha Ventures Private Limited Service to manage the relationships with your consumers or service users.
- **Device:** any internet-connected device such as a phone, tablet, computer, or any other device that can be used to visit Krua Thai - Preksha Ventures Private Limited and use the services.
- **IP address:** Every device connected to the Internet is assigned a number known as an Internet protocol (IP) address. These numbers are usually assigned in geographic blocks. An IP address can often be used to identify the location from which a device is connecting to the Internet.
- **Personnel:** refers to those individuals who are employed by Krua Thai - Preksha Ventures Private Limited or are under contract to perform a service on behalf of one of the parties.
- **Personal Data:** any information that directly, indirectly, or in connection with other information — including a personal identification number — allows for the identification or identifiability of a natural person.
- **Service:** refers to the service provided by Krua Thai - Preksha Ventures Private Limited as described in the relative terms (if available) and on this platform.
- **Third-party service:** refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.
- **Website:** Krua Thai - Preksha Ventures Private Limited's site, which can be accessed via this URL: [www.kruathaimumbai.in](http://www.kruathaimumbai.in).
- **You:** a person or entity that is registered with Krua Thai - Preksha Ventures Private Limited to use the Services.

## Restrictions

You agree not to, and you will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the service or make the platform available to any third party.
- Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the service.
- Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of or its affiliates, partners, suppliers, or the licensors of the service.

## Online Ordering, Delivery, and Takeaway

- Customers can access our menu items or Products listed on the Krua Thai - Preksha Ventures Private Limited Platform and place online orders.
- Your request to order food and beverages or Products from our Platform shall constitute an unconditional and irrevocable authorization issued in favor of Krua Thai - Preksha Ventures Private Limited to place online orders for food and beverages or Products on your behalf.
- Delivery of an order placed by you through the Krua Thai - Preksha Ventures Private Limited Platform may either be undertaken directly by us or by a third party who may be available to provide delivery services to you (“Delivery Partners”).

- The acceptance by a Third-Party Delivery Partner of undertaking the delivery of your order shall constitute a contract of service under the Consumer Protection Act, 2019 or any successor legislation, between you and the Delivery Partner, to which Krua Thai - Preksha Ventures Private Limited is not a party under any applicable law. The delivery of food and beverages or Products ordered by the Customers through the Krua Thai - Preksha Ventures Private Limited Platform by connecting the Customers with Third-Party Delivery Partners, as the case may be.
- Where Krua Thai - Preksha Ventures Private Limited is facilitating the delivery of an order placed by you, Krua Thai - Preksha Ventures Private Limited shall not be liable for any acts or omissions on part of the Third-Party Delivery Partner including deficiency in service, wrong delivery of an order, time is taken to deliver the order, order package tampering, etc.
- The delivery time of an order placed by an user are between **30 minutes to 120 minutes** from the order confirmation time, which is determined based on various factors including but not limited to distance covered, time taken, demand for delivery, real-time analysis of traffic and weather conditions, seasonal peaks or such other parameters as may be determined from time to time.
- You may be charged a delivery fee for delivery of your order by the Third-Party Delivery Partner or by us, Krua Thai - Preksha Ventures Private Limited determines the delivery charges. You agree that Krua Thai - Preksha Ventures Private Limited is authorized to collect, on behalf of the Delivery Partner, the Delivery Charges for the delivery service provided by us or the Delivery Partner, as the case may be. The Delivery Charges may vary from order to order, which may be determined by multiple factors which shall include but not be limited, to order value, distance, and time of the day. Krua Thai - Preksha Ventures Private Limited will inform you of the Delivery Charges that may apply to you, provided you will be responsible for Delivery Charges incurred for your order regardless of your awareness of such Delivery Charges.
- In addition to the Delivery Charges, you may also be charged an amount towards delivery surge for delivery of your order facilitated by the Delivery Partner, which is determined based on various factors including but not limited to distance covered, time taken, demand for delivery, real-time analysis of traffic and weather conditions, seasonal peaks or such other parameters as may be determined from time to time. You agree that Krua Thai - Preksha Ventures Private Limited is authorized to collect, on behalf of the Delivery Partner, the Delivery Surge for the delivery service provided by the Delivery Partner, as the case may be. The Delivery Surge may vary from order to order, and may be determined by multiple factors which shall include but not be limited, to order value, distance, and demand during peak hours. Krua Thai - Preksha Ventures Private Limited will use reasonable efforts to inform you of the Delivery Surge that may apply to you, provided you will be responsible for the Delivery Surge incurred for your order regardless of your awareness of such Delivery Surge.
- In case you purchase our wallet points, digital products i.e. eGift Card will be delivered to your email address submitted at the time of purchase. A unique eGift Card Number will be provided to you at your email address which can be redeemed

on our platform fully or partially while purchasing our products. Incredible Taste of

Home is not responsible for the misuse of your eGift Card number by any chance.

- In respect of the order placed by You, Krua Thai - Preksha Ventures Private Limited shall issue

documents like order summaries, invoices/tax invoices, etc. as per the applicable legal

regulations and common business practices

- The buyer must place an order on our platform i.e. App or Website even in case of a "Takeaway" order, As we do not take orders by Phone Call, SMS, WhatsApp, or Email
- We recommend the buyer come to takeaway the order only after getting an **"Order is ready for Takeaway"** notification on our platform by SMS, WhatsApp, or Phone Call. Avoid coming for takeaway so early to avoid long waiting outside the premises.
- We take prepaid/online paid orders only and we do not offer COD/Cash on Delivery.

### **Party Booking Terms & Conditions**

● Food and drinks from outside are strictly not allowed.

● Bring your own Cake for a Birthday or anniversary celebration as we do not serve or make

cakes, Except for cake no other food and drink from outside is allowed.

● Alcohol and Smoking Not Allowed, Consuming alcohol inside the premises is strictly prohibited, or already consumed alcohol from outside and doing unusual behaviour inside the premises is not allowed.

● Sparking, or Firecracker candles on the cake are not allowed, Normal candles are allowed. ● Party bombs, Snow Spray, and any kind of Littering are not allowed.

● Speakers for party or music from outside is not allowed. Enjoy with in-store music system.

● Non-refundable booking amount shall be charged as per our booking slot, The Booking slot is for 3 Hours only, The whole restaurant for a seating capacity of up to 24 people will be reserved and no other person from outside will be allowed during the booking slot. Once the booking slot is over, others will be allowed to sit and enjoy their meal. The slot booking amount will not be adjusted in the bill.

▶ Booking Amount: Weekdays(Monday to Thursday) ₹3000(12:00pm to 6:59pm), ₹4000(7:00pm to 12:00pm)

▶ Booking Amount: Weekends(Friday to Sunday) ₹4000(12:00pm to 6:59pm), ₹5000(7:00pm to 12:00pm)

● Decoration Charges are extra as per customization. Decoration must have to be booked at least 48 hours prior and expenses for decoration have to be paid 100% in advance.

● Booking should have to be done at least 2 days prior to avoid the rush and delay in serving.

● Real-time or instant orders on the table for big or small parties may be delayed or long waiting times up to 60 to 90 minutes, subject to rush in the kitchen. To avoid a long waiting time, We recommend planning your meal at least 2 days earlier for party orders.

● Let us know about the meal that you consume at your party on an À la carte or per plate basis at the time of booking so that we can prepare it early as per your booking slot to avoid a long waiting time at the table. Meal planning can be discussed over the phone or in a face-to-face meeting and 50% of the meal amount is to be paid after discussion via card, UPI, or cash.

● Thali will not be served for big party orders.

● 50% of the meal amount is to be paid at the time of booking and is non-refundable if you cancel or postpone your booking.

● The full meal amount shall be charged even if your whole guest is not attending the party. Example: If you plan your party for 20 people with us but at the time of the party 5 person has not attended the party, in that case, the complete amount will be charged for 20 people. If there is be extra person, The amount will be charged as per the extra consumed items.

● We do not offer any discount, so please don't ask for the same, Subscribe to our newsletter on our website or sign up on our platform, If we run any discount We'll notify you via email, SMS, or WhatsApp

● Maintain a peaceful environment inside the restaurant premises, No hooting, No Overcrowding

● Note: 100% Non-Refundable Booking amount + 50% Non Refundable meal amount will be charged at the time of booking

● Mention Your Booking Date and Time slot of 3 Hours in the Additional Note Box during Checkout

● Any property damage or any misconduct by any guest, The damage and recovery cost has to be paid by the party host.

### **Tiffin Service Subscription or Other Subscription Services**

● Tiffin Delivery Time Slot:

▸ Breakfast: 8:00 AM to 11:00AM ▸ Lunch: 12:00 PM to 3:00 PM ▸ Dinner: 8:00 PM to 11:00 PM

● No preferred delivery time has to be chosen by the subscriber, Tiffins will be delivered in the time slot mentioned above to your pinned delivery location only. Sometimes delivery may get delayed due to "Unavailability of riders/Rush hours/Bad weather/Heavy traffic/Break-down"

● We'll continue delivering your tiffin meals in the next time slot from the time you have placed your order

- Salads will be served as complimentary, We do not promise to serve them on a regular basis
- Customization of the meal is not allowed. We do not send cutlery in tiffin services, You have to manage it on your own
- Google Sheets will be shared with you to view your meal delivery status
- Tiffin meals are prepared in bulk as per the subscriber's count. Kindly inform us in advance before the below-mentioned time if you want to cancel your meal to avoid food wastage, our efforts and your loss.
- For cancellation/carry forward, inform us by 6:00 AM, 10:00 AM & 5:00 PM for Breakfast, Lunch & Dinner respectively. Your meals will be carried forward further(subject to consumption within 20 days and 40 days for 15 days and 30 days subscriptions respectively), excluding official week-offs.
- Cancellation of meals will not be entertained after the above-mentioned time and will not be carried forward. Meals must have to consumed by the subscriber within the mentioned grace period else the balanced meal will lapse.
- There should be someone to collect your meal at the time of delivery, In case of unavailability, instruct the delivery person to keep your meals at your doorstep and share the delivery confirmation OTP.
- The delivery confirmation OTP will be sent only if we assign third-party delivery partners i.e. "Dunzo" and "Shadowfax". OTP is not required with our own ITH Delivery Person.
- In case of "No Call Answer", "No Response" or "Wrong Delivery Address", Your meal will be returned and considered fulfilled
- A nominal delivery fee shall be charged per order during checkout ● Our decision on all the above terms shall be final and binding.

## **Payment**

If you register to any of our recurring payment plans, you agree to pay all fees or charges to your account for the Service by the fees, charges, and billing terms in effect at the time that each fee or charge is due and payable. Unless otherwise indicated in an order form, you must provide us with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) ("Payment Provider") as a condition of signing up for the Premium plan. Your Payment Provider agreement governs your use of the designated credit card account, and you must refer to that agreement and not these Terms to determine your rights and liabilities concerning your Payment Provider. By providing us with your credit card number and

associated payment information, you agree that we are authorized to verify information immediately, and subsequently invoice your account for all fees due and payable to us hereunder and that no additional notice or consent is required. You agree to immediately notify us of any change in your billing address or the credit card used for payment hereunder. We reserve the right at any time to change its prices and billing methods, either immediately upon posting on our Site or by e-mail delivery to your organization's administrator(s). Any

attorney fees, court costs, or other costs incurred in the collection of delinquent undisputed amounts shall be the responsibility of and paid for by you. No contract will exist between you and us for the Service until we accept your order by a confirmatory e-mail, SMS/MMS message, or other appropriate means of communication. You are responsible for any third-party fees that you may incur when using the Service.

## **Cancellation, Return, and Refund Policy**

Any Capitalized terms used but not defined herein shall have the meaning assigned to them under the Terms of Use which govern your use of our website [www.kruathaimumbai.in](http://www.kruathaimumbai.in) (the “Website”) and our ‘Krua Thai - Preksha Ventures Private Limited’ application for mobile and handheld devices (the “App”). The Website and the App are jointly referred to as the “Platform”.

### **Customer Cancellation**

As a general rule, the buyer shall not be entitled to cancel the Order once placed. A 100% cancellation fee will be applicable if a buyer decides to cancel the order anytime after order placement. Avoid cancellation as it leads to food wastage.

If the buyer changes his/her mind post-cancellation confirmation, the order cannot be re-prepared or rescheduled after the cancellation.

### **Non-Customer Cancellation**

Krua Thai - Preksha Ventures Private Limited reserves the right to collect a penalty for the Orders constrained to be cancelled by Krua Thai - Preksha Ventures Private Limited for reasons not attributable to Krua Thai - Preksha Ventures Private Limited, including but not limited to:

- In the event, that the address provided by the Buyer is either wrong or falls outside the delivery zone
- Failure to contact the Buyer by phone or email at the time of delivering the Order booking;
- Failure to deliver Buyer Order due to lack of information, direction, or authorization from Buyer at the time of delivery; or
- Unavailability of all the items ordered by Buyer at the time of booking the Order; or
- Unavailability of all the items ordered by the Buyer at the time of booking the Order.

However, in the unlikely event of an item in an Order being unavailable, Krua Thai - Preksha Ventures Private Limited will contact the Buyer on the phone number provided to us at the time of placing the Order and inform the Buyer of such unavailability. In such an event Buyer will be entitled to cancel the entire Order and shall be entitled to a refund in an amount up to 100% of the Order value.

In case of cancellations for the reasons attributable to Krua Thai - Preksha Ventures Private Limited or the Merchant or PDP, Krua Thai - Preksha Ventures Private Limited shall not collect any penalty from the Buyer.

### **Refunds**

In general, there is no refund policy once an order is placed or payment is captured. Buyer may be entitled to a refund of up to 100% of the Order value if PDP fails to deliver the Order due to a cause attributable to either PDP or Krua Thai - Preksha Ventures Private Limited, however, such refunds will be assessed on a case-to-case basis by Krua Thai - Preksha Ventures Private Limited.

Our decision on refunds shall be final and binding.

The buyer will receive the credit within 5 to 7 business days to the source account or It can be credited to the Wallet Points with the buyer's consent.

### **Cooking Instructions or Customization**

Cooking instructions or customization requests cannot be assured and complaints/refund requests in this regard will not be possible

### **Return**

The buyer is not entitled to return any item once delivered.

In case of "No Call Answer", "No Response", "Wrong Delivery Address" or "Unavailability" at the time of delivery, Your order will be returned and considered fulfilled.

Sometimes the order may get delayed due to "Unavailability of Riders", "Heavy Traffic", "Break-Down", "Bad Weather", "Rush in Kitchen" or "Accident".

The buyer must have to understand the above-mentioned situations and we request the buyer to keep patience in case of a delay, Return or Refund will not be initiated in case of a usual delay in delivery.

### **Your Consent**

By using our platform, registering an account, or making a purchase, you hereby consent to our Cancellation, Return & Refund Policy and agree to its terms.

### **Changes To Our Cancellation, Return & Refund Policy**

Should we update, amend or make any changes to this document so that they accurately reflect our Service and policies? Unless otherwise required by law, those changes will be prominently posted here. Then, if you continue to use the Service, you will be bound by the updated Cancellation, Return & Refund Policy. If you do not want to agree to this or any updated Return & Refund Policy, you can delete your account.

### **Your Suggestions**

Any feedback, comments, ideas, improvements, or suggestions (collectively, "Suggestions") provided by you to us concerning the service shall remain our sole and exclusive property of us. We shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

### **Your Consent**



We've updated our Terms & Conditions to provide you with complete transparency into what is being set when you visit our site and how it's being used. By using our service, registering an account, or making a purchase, you hereby consent to our Terms & Conditions.

## **Links to Other Websites**

Our Service may contain links to other websites that are not operated by Us. If You click on a third-party link, You will be directed to that third-party's site. We strongly advise You to review the Terms & Conditions of every site You visit. We have no control over and assume no responsibility for the content, Terms & Conditions, or practices of any third-party sites or services.

## **Cookies**

We use "Cookies" to identify the areas of our website that you have visited. A cookie is a small piece of data stored on your computer or mobile device by your web browser. We use cookies to enhance the performance and functionality of our service but are non-essential to their use. However, without these cookies, certain functionality like videos may become unavailable or you would be required to enter your login details every time you visit our platform as we would not be able to remember that you had logged in previously. Most web

browsers can be set to disable the use of Cookies. However, if you disable Cookies, you may not be able to access functionality on our website correctly or at all. We never place Personally Identifiable Information in Cookies.

## **Changes To Our Terms & Conditions**

You acknowledge and agree that we may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or users generally at our sole discretion, without prior notice to you. You may stop using the Service at any time. You do not need to specifically inform us when you stop using the Service. You acknowledge and agree that if we disable access to your account, you may be prevented from accessing the Service, your account details, or any files or other materials which are contained in your account. If we decide to change our Terms & Conditions, we will post those changes on this page, and/or update the Terms & Conditions modification date below.

## **Modifications to Our service**

We reserve the right to modify, suspend or discontinue, temporarily or permanently, the service or any service to which it connects, with or without notice and without liability to you.

## **Updates to Our service**

We may from time to time provide enhancements or improvements to the features/ functionality of the service, which may include patches, bug fixes, updates, upgrades, and other modifications ("Updates"). Updates may modify or delete certain features and/or functionalities of the service. You agree that we have no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the service to you. You further agree that all Updates will be (i) deemed to constitute an integral part of the service, and (ii) subject to the terms and conditions of this Agreement.

## **Third-Party Services**

We may display, include or make available third-party content (including data, information, applications, and other product services) or provide links to third-party websites or services ("Third-Party Services"). You acknowledge and agree that we shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. We do not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services. Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties terms and conditions.

## **Term and Termination**

This Agreement shall remain in effect until terminated by you or us. We may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice. This Agreement will terminate immediately, without prior notice from us, if you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the service and all copies thereof from your computer. Upon termination of this Agreement, you shall cease all use of the service and delete all copies of the service from your computer. Termination of this Agreement will not limit any of our rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

If you are a copyright owner or such owner's agent and believe any material from us constitutes an infringement on your copyright, please contact us setting forth the following information: (a) a physical or electronic signature of the copyright owner or a person authorized to act on his behalf; (b) identification of the material that is claimed to be infringing; (c) your contact information, including your address, telephone number, and an email; (d) a statement by you that you have a good faith belief that use of the material is not authorized by the copyright owners; and (e) the statement that the information in the notification is accurate, and, under penalty of perjury you are authorized to act on behalf of the owner.

## **Indemnification**

You agree to indemnify and hold us and our parents, subsidiaries, affiliates, officers, employees, agents, partners, and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the service; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

## **No Warranties**

The service is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, we, on our behalf and on behalf of our affiliates and our respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, concerning the service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of a course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, we provide no warranty or undertaking, and make no representation of any kind that the service will meet your requirements, achieve any intended results, be compatible or work with any other software, websites, systems, or services, operate without interruption,

meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither we nor any provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the service, or the information, content, and materials or products included thereon; (ii) that the service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the service; or (iv) that the service, its servers, the content, or e-mails sent from or on behalf of us are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components. Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

### **Limitation of Liability**

Notwithstanding any damages that you might incur, the entire liability of us and any of our suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount paid by you for the service. To the maximum extent permitted by applicable law, in no event shall we or our suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the service, third-party software and/or third-party hardware used with the service, or otherwise in connection with any provision of this Agreement), even if we or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### **Severability**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

This Agreement, together with the Privacy Policy and any other legal notices published by us on the Services, shall constitute the entire agreement between you and us concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. **YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

### **Waiver**

Except as provided herein, the failure to exercise a right or to require the performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or

require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.

No failure to exercise and no delay in exercising, on the part of either party, any right or any power under this Agreement shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise of that or any other right granted herein. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

### **Amendments to this Agreement**

We reserve the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is a material we will provide at least 30 days' notice before any new terms take effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use our service.

### **Entire Agreement**

The Agreement constitutes the entire agreement between you and us regarding your use of the service and supersedes all prior and contemporaneous written or oral agreements between you and us. You may be subject to additional terms and conditions that apply when you use or purchase other services from us, which we will provide to you at the time of such use or purchase.

### **Updates to Our Terms**

We may change our Services and policies, and we may need to make changes to these Terms so that they accurately reflect our Services and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and allow you to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account.

### **Intellectual Property**

Our platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by us, its licensors or other providers of such material and are protected by and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded, or distributed in any way, in whole or in part, without the express prior written permission of us, unless and except as is expressly provided in these Terms & Conditions. Any unauthorized use of the material is prohibited.

### **Agreement to Arbitrate**

This section applies to any dispute EXCEPT IT DOESN'T INCLUDE A DISPUTE RELATING TO CLAIMS FOR INJUNCTIVE OR EQUITABLE RELIEF REGARDING THE ENFORCEMENT OR VALIDITY OF YOUR OR Krua Thai - Preksha Ventures Private Limited's INTELLECTUAL PROPERTY RIGHTS. The term "dispute" means any

dispute, action, or other controversies between you and us concerning the Services or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under the law.

### **Notice of Dispute**

In the event of a dispute, you or we must give the other a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute via email to: We will send any Notice of Dispute to you by mail to your address if we have it, or otherwise to your email address. You and we will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or we may commence arbitration.

### **Binding Arbitration**

If you and we don't resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate as a party or class member) all disputes in court before a judge or jury. The dispute shall be settled by binding arbitration by the commercial arbitration rules of the American Arbitration Association. Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. Any legal, accounting, and other costs, fees, and expenses incurred by the prevailing party shall be borne by the non-prevailing party.

### **Submissions and Privacy**

If you submit or post any ideas, creative suggestions, designs, photographs, information, advertisements, data, or proposals, including ideas for new or improved products, services, features, technologies, or promotions, you expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of us without any compensation or credit to you whatsoever. We and our affiliates shall have no obligations concerning such submissions or posts and may use the ideas contained in such submissions or posts for any purposes in any medium in perpetuity, including, but not limited to, developing manufacturing, and marketing products and services using such ideas.

### **Promotions**

We may, from time to time, include contests, promotions, sweepstakes, or other activities ("Promotions") that require you to submit material or information concerning yourself. Please note that all Promotions may be governed by separate rules that may contain certain eligibility requirements, such as restrictions as to age and geographic location. You are responsible to read all Promotions rules to determine whether or not you are eligible to participate. If you enter any Promotion, you agree to abide by and comply with all Promotions Rules. Additional terms and conditions may apply to purchases of goods or services on or through the Services, which terms and conditions are made a part of this Agreement by this reference.

### **Typographical Errors**

In the event a product and/or service is listed at an incorrect price or with incorrect information due to a typographical error, we shall have the right to refuse or cancel any orders placed for the product and/ or service listed at the incorrect price. We shall have the right to refuse or cancel any such order whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, we shall immediately issue a credit to your credit card account or other payment accounts in the amount of the charge.

## **Miscellaneous**

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms & Conditions to be unenforceable, the remainder of these Terms & Conditions will continue in full force and effect. Any waiver of any provision of these Terms & Conditions will be effective only if in writing and signed by an authorized representative of us. We will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. We operate and control our Service from our offices. The Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be

contrary to law or regulation. Accordingly, those persons who choose to access our Service from other locations do so on their initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms & Conditions (which include and incorporate our Privacy Policy) contain the entire understanding, and supersede all prior understandings, between you and us concerning its subject matter, and cannot be changed or modified by you. The section headings used in this Agreement are for convenience only and will not be given any legal import.

## **Disclaimer**

We are not responsible for any content, code, or any other imprecision. We do not provide warranties or guarantees. In no event shall we be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence, or another tort, arising out of or in connection with the use of the Service or the contents of the Service. We reserve the right to make additions, deletions, or modifications to the contents of the Service at any time without prior notice.

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## **Contact Us**

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