

## Consumer Terms & Conditions

This document is an electronic record in compliance with the Information Technology Act, 2000 and the Rules and Regulations framed there under, as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

Please read the following terms and conditions carefully before browsing, downloading, registering, accessing or using the Zingobar Application/ Web Portal (as defined below). By accessing, registering on or using the Zingobar Application or by using the Services provided by Us, as defined below, You agree to be bound by the terms and conditions set forth below including any additional guidelines and future modifications thereto. If, at any point of time, You do not agree to these terms and conditions or do not wish to be bound by any of these terms and conditions, You may not access or use the Zingobar Application and terminate this Agreement, in terms hereof.

### Your Agreement to these Terms and Conditions for availing Service

These Terms and Conditions (as may be amended from time to time, the "Agreement" or "Terms") constitute a legal contract between You being a User of legal drinking age in your state of domicile ("You" or "User"), and Zingobar a brand owned by Westwell Distributors Private Limited, having its registered office at 213B, Park Street, Kolkata, West Bengal, India, 700017("Zingobar", "We" or "Us"). Any capitalized terms used, but not defined herein, shall have the meanings assigned to them in the terms of use of Zingobar which is accessible here .

Westwell Distributors Pvt Ltd owns and operates mobile applications namely "ZINGOBAR", and the website – <https://.Zingobar.com> (The mobile applications and the website will hereby commonly referred by the term "Zingobar Application"), which provides a platform for liquor/alcoholic beverage manufacturers and distributors ("Sellers") to showcase liquor and alcoholic beverages ("Products") on the platform created by Zingobar i.e. the Zingobar Application, and enables You to search and pay for these Products through independent, licensed alcohol beverage retailers, and other licensees with retail privileges (hereinafter referred to as the "Merchant"). We act as an intermediary/ service provider, providing You with this platform enabling You to purchase the Products from the Merchant and We provide You with payment solutions, payment support services, technology solutions and other related / ancillary services (hereinafter referred to as the "Services"). All transactions through the Zingobar Application are accepted, reviewed, and ultimately fulfilled by the Merchant. We do not warrant or take any responsibility or liability in respect of the services provided by the Merchant.

#### 1. Eligibility to Use

By accessing the Zingobar Application, You represent that You are of legal drinking age in your state of domicile and have not been previously suspended or prohibited from accessing the Zingobar Application or otherwise availing the Services through the Zingobar Application. You represent and warrant that You have the right legal and mental capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

## 2. Your Registration and Account Obligations

You shall be solely responsible for maintaining the confidentiality of Your User ID and Pin ("Zingobar Account") and shall be responsible for all activities that occur under Your User ID. You agree that if You provide any information that is inaccurate, false or incomplete or We have sufficient reasonable evidence or grounds to suspect that such information is inaccurate, false or incomplete or not in accordance with this Agreement, We shall have the right to indefinitely suspend or terminate or block access of Your membership on the Zingobar Application and refuse to provide You with access to the Zingobar Application.

You also agree that Your User Profile is linked to your mobile number (issued by a valid operator in India) and Your self-declared email id, both of which clearly identifies your Zingobar Account.

As part of the Zingobar's registration process, Zingobar will generate a secure SMS based One Time Pin ("OTP") which will be sent to your registered mobile number to sign in to your Zingobar Account. You are responsible for maintaining the integrity of the OTP with your Zingobar Account and are fully responsible for all activities that occur under the Zingobar Account.

You are fully responsible for providing the proper email id at the time of sign-up and You acknowledge to receive emails relating to Your Zingobar account and the product communications to Your registered email id.

Our official language of customer communication is English. By your acceptance of the T&C, we note your preference to receive all communications from Zingobar in the English language.

You agree to:

- a) Immediately notify Zingobar of any unauthorized use of Your mobile number or the Zingobar Account or any other breach of security, and
- b) Ensure that You exit from Your Zingobar Account at the end of each session.

Zingobar shall not be liable for any loss, damage or other liability arising from Your failure to comply with this clause or from any unauthorized access to or use of the Zingobar Account.

### 3. Access to Zingobar's Services

Our Services enable You to search and pay for various Products with the Merchant. All transactions are solely made between You and the Merchant. You acknowledge and agree we do not sell, offer to sell, invite to sell, sell or deliver the Products. In all instances, all sales are advertised, accepted, made and delivered by the Merchants who receive all orders and offers.

Zingobar grants you a non-transferable, non-exclusive limited license to access and make personal use of the Services and the Zingobar Application, which shall be subject to the terms and conditions contained in this Agreement. The license allows You to use the Services for Your personal, non-commercial use. The license also allows You to download, install the Zingobar Applications related to the Services on a mobile device that You own or control for Your personal non-commercial use. Zingobar's grant of the license does not permit You to duplicate, transfer, give access to, copy or distribute any part of the Services in any way, or use the Services in any manner not consistent with the terms of this Agreement. All rights not expressly granted herein are reserved by Zingobar.

### 4. Processing and Delivery of Products

All users accessing and/or using the Zingobar application understand, accept and agree that the payment facility provided by Zingobar is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment through Cash On Delivery, collection and remittance facility for the Transactions on the Zingobar Application using the existing authorized banking infrastructure and Credit Card payment gateway networks. Further, by providing Payment Facility, Zingobar is neither acting as trustees nor acting in a fiduciary capacity with respect to the Transaction or the Transaction Price.

Zingobar does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc.) of any of the Merchants. You are advised to independently verify the bona fides of any particular Merchant that you choose to deal with on the Platform and use your best judgment on that behalf. All Merchant offers and third-party offers are subject to the respective party terms and conditions. Zingobar takes no responsibility for such offers.

Zingobar neither makes any representation or warranty as to specifics (such as quality, value, saleability, etc.) of the products proposed to be sold or offered to be sold or purchased on the Platform nor does implicitly or explicitly support or endorse the sale or purchase of any products on the Platform. Zingobar accepts no liability for any errors or omissions, whether on behalf of itself or third parties.

Zingobar does not at any point of time during any transaction between Consumer and Merchant on the Platform come into or take possession of any of the products offered by the Merchant. At no time shall Zingobar hold any right, title or interest over the products nor shall Zingobar have any obligations or liabilities in respect of such contract entered into between Consumer and Merchant.

Before handing over of the Products to You, the Merchant may validate your identity by requesting a proof of identity. The onus of age-verification lies with the Merchant to request for a proof of identity if the recipient appears to be below the legal drinking age of the state of operation.

Neither Zingobar, nor any officer, director, employee, shareholder or agent of Zingobar shall be liable to the User or any third party for any claims relating to the reservation and/or consumption of the Products or any consequences which may result thereof.

By completing a transaction on the Zingobar Application, you agree that you are of the relevant legal age as per Applicable Law in the State in which you are domiciled, to reserve and thereafter consume such Products.

In the event that there is no individual who is of the relevant legal age or other requirements as per Applicable Laws in the State in which he is domiciled, to receive and consume such Products or such individual cannot provide valid identification showing the proof of his or her age or other excise prerequisites such as "permit", the Merchant may deny service of the Products. This reservation includes, but is not limited to the following:

- a) An insane Person;
- b) Persons known or believed to be drunk;
- c) Persons known or suspected to be about to take part in a riot or disturbance of public peace or any other crime;
- d) If a Person is an Excise Official, Police Officer, Railway Servant and Motor Bus Chauffeur, on duty or in uniform;
- e) Persons below the legal drinking age.

In case of Delivery, if the individual cannot provide valid identification showing the proof of his or her age or other excise or Application prerequisites such as "permit", "OTP", the Delivery Agent or the Merchant may deny service of the Products. The aforementioned other reservations are also applicable.

#### 5. Acceptable Use and Restrictions.

You agree to protect the Services, and their proprietary content, information and other materials, from any unauthorized access or use, and You agree that you will not use the Services or such proprietary content, information or other materials except as expressly permitted herein or expressly authorized by Us. You agree that:

- (i) You will not use the Services if You are not fully able and legally competent to agree to these Terms;
- (ii) You will not engage in any behaviour which is in violation of any law in force;

(iii) You will not impersonate any other person or entity, falsely claim or otherwise misrepresent an affiliation with any person or entity, or access the accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the Services, perform any other similar fraudulent activity or otherwise purchase recharge with what We reasonably believe to be potentially fraudulent funds;

(iv) You will not infringe or try to infringe our or any third party's intellectual properties including but not limited to patent, trademark, copyright or other proprietary rights;

(v) You will not host, display, upload, modify, publish, transmit, update or share any message / information which is libellous, defamatory or which discloses private or personal matters concerning any person;

(vi) You will not host, display, upload, modify, publish, transmit, update or share any message, data, image or program which is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, paedophilic, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner;

(vii) You will not refuse to cooperate in an investigation or provide confirmation of Your identity or any other information You provide to Zingobar, the Merchant, if required by any law enforcement, legal or government agencies or Merchant;

(viii) You will not remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services and the Zingobar Application or features that prohibit access to the Zingobar Application or the Services in any manner or enforce limitations on the use of the Services;

(ix) You will not reverse engineer, disassemble or otherwise attempt to discover or discover the source code of the Zingobar Application or any part thereof, except and only to the extent that such prohibition is expressly prohibited by applicable law notwithstanding this limitation;

(x) You will not attempt to obtain any information or content from the Services using any robot, spider, scraper or other automated means for any purpose;

(xi) You will keep secure and confidential your details of the Zingobar Account or any identification we provide you which allows access to the Services;

(xii) You will only use an access point or data account which you are authorized to use;

(xiii) If You choose to use the Platform, it shall be your responsibility to treat your user identification code, password and any other piece of information that we may provide, as part of our security procedures, as confidential and not disclose the same to any person or entity other than us. We shall at times and at our sole discretion reserve the right to disable any user identification code or password if you have failed to comply with any of the provisions of these Terms of Use.

(xiv) The Products will be deemed to be sold only at places which are licensed premises as per Applicable Laws.

(xv) You will provide proof of identity and age reasonably requested by the Delivery Agent, Merchant or its employee;

(xvi) You will not use the Services in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the Services in an automated manner.

(xvii) You will not breach this Agreement and terms and conditions thereof or any other rule, regulation or policy, as introduced by us from time to time;

(xviii) Use the Services in a manner that results in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties and other liability to Zingobar, a third party or You;

(xix) You shall not hold Zingobar liable for any Services provided by the them including but not limited to anything that arises from the use of such Services or loss of belongings and assets or any security related issues.

## 6. Pricing

The prices of the Products published on the Zingobar Application are prices based on pricing information provided to Us by the Merchant and may not always reflect the prevailing pricing. The Merchant reserves the right to determine final prices of all their Products.

## 7. Indemnification

You agree to indemnify, save, and hold Us, our promoters, directors, affiliates, contractors, service providers, employees, officers, agents and its third party suppliers, licensors, and partners harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to Your use or misuse of the Zingobar Application, violation by You of the terms and conditions of this Agreement, or any breach of the representations, warranties, and covenants made by You herein. We reserve our right, at Your expense, to assume the exclusive defence and control of any matter for which You are required to indemnify us, including rights to settle, and You agree to cooperate with Us to defend and settle the claims. We will make reasonable efforts to notify You of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This clause shall survive termination of this Agreement.

## 8. Liabilities and Damages

In no event will We or our contractors, directors, officers, agents, licensors, partners be liable to You for any special, indirect, incidental, consequential, punitive, or exemplary damages, including but not limited to lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary

or non-pecuniary loss or damage of any nature whatsoever, arising out of or relating to (i) this Agreement, and (ii) the use or inability use the Zingobar Application.

#### 9. Disclaimer: No Warranties

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTES WITH US IS THE CANCELLATION OF YOUR ZINGOBAR ACCOUNT WITH US.

ZINGOBAR'S APPLICATION, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE ZINGOBAR APPLICATION, IS PROVIDED 'AS IS.' TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ZINGOBAR AND ITS SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT/SERVICES ON THE ZINGOBAR APPLICATION, OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH PLATFORM, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH PLATFORM OR ANY LINKED SITE. FURTHER ZINGOBAR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ZINGOBAR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED ON ZINGOBAR APPLICATION, OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE. ZINGOBAR SHALL NOT BE LIABLE FOR THE USE OF ZINGOBAR APPLICATION, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN.

IN NO EVENT OUR TOTAL CUMULATIVE LIABILITY TOWARDS YOU FOR ANY AND ALL CLAIMS UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, EXCEED INR 100.

#### 10. Ownership: Proprietary Rights

All rights, including copyright, in the Zingobar Application are owned or controlled for these purposes by Us. Except where expressly stated otherwise, You are not permitted to do any derivative work, copy, download, store (in any medium), transmit, broadcast, show or display in public, adapt or change in any way the content on the Zingobar Application for any purpose whatsoever without Our prior written permission. Violators will be prosecuted to the maximum extent possible under Applicable Laws. Any other rights, not expressly granted herein, are reserved.

The Zingobar Application includes a combination of content that We create, that our partners or licensors or associates create, and that the Sellers/Merchants may create. All materials published on the Zingobar Application, including, but not limited to software(s), advertisement(s), written content, views, reviews, photographs, graphics, images, illustrations, marks, logos, sound or video clips, and flash animation, are protected by our copyrights or trademarks or those of our partners or licensors or

associates. You are not permitted to copy, modify, publish, transmit, reproduce, create derivative works of, distribute, publicly perform or display, or in any way exploit any of the materials or content on the Zingobar Application or on its websites in whole or in part.

If We find any contents or materials published on the Zingobar Application or on our sites as obscene, offensive, indecent, racial, hatred to religion or objectionable or that is inaccurate, you shall refrain from use of such materials or contents and shall bear all risks associated with using that content. You unequivocally agree not to publish or post such material in Your content. We have the right, but not the obligation, to remove any content that may, in our sole discretion, violate these Terms or that is otherwise objectionable.

All names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights on the Zingobar Application belonging to any person, entity or third party are recognized as proprietary to the respective owners and any claims, controversy or issues against these names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights must be directly addressed to the respective parties under notice to us. You irrevocably confirm and undertake that We shall not be liable for any claims, expenses and liabilities for display or use of the names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights on the Zingobar Application under license or rights or affiliation with the said person, entity or third party.

#### 11. Termination of Agreement

Termination by Us: You agree that We, in our sole discretion, for any or no reason, may suspend or terminate Your Zingobar Account (or any part thereof) or terminate this Agreement, at any time without assigning any reason. You agree that any termination may be effected without prior notice, and You agree that We will not be liable to You or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies We may have at law or in equity.

Termination by You: You may terminate this Agreement at any point in time.

#### 12. Consequence of Termination

Upon termination of this Agreement for any reason, We will block Your access to the Application and delete Your Zingobar Account.

In case of termination of this Agreement, any refund amounts standing in your name shall be refunded to You, in accordance with the Applicable Laws.

#### 13. Advertisements

We do not in any way warrant or represent the quality or nature of the Products which may be advertised on the Zingobar Application. Your correspondence or dealings with, or participation in promotions of advertisers displayed on the Zingobar Application, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated



with such dealings, are solely between You and such advertiser / third party. We shall not be responsible or liable for any loss or damage of any sort incurred by You as a result of any such dealings or as the result of the presence of such advertisers on the Zingobar Application or Zingobar's website, and any such interaction with a third party advertiser shall be undertaken by You at your sole risk and liability.

#### 14. Modification of this Agreement

We reserve the exclusive right to change, modify, add, delete or remove portions of this Agreement at any time by posting a notification on the Zingobar Application or otherwise communicating the said notification to You. The changes will become effective and shall be deemed accepted by You, 24 (twenty-four) hours after the initial posting and shall be applicable immediately on a going-forward basis. If You do not agree with any such modification, Your sole and exclusive remedy is to terminate this Agreement in accordance with the clause above. If you continue to use the Application, it will be deemed as your acceptance to the terms.

#### 15. Waiver

Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by our authorized signatory.

#### 16. Your Data.

When you use the Services, you understand and agree We may collect, use and disclose information about you as described in our Privacy Policy located here .

#### 17. Notice

We may provide You with notices and communications by email, regular mail or postings on the Zingobar Application or Zingobar's website or by any other reasonable means. Except otherwise communicated, notice to Us must be sent by courier or registered mail to: No.34/72A, Gandhi Nagar 4th Main Road, Adyar, Chennai, Tamil Nadu 600020.

#### 18. Arbitration

You and/or Zingobar, agree that any dispute arising out of or relating to this Agreement including its interpretation by arbitration, shall be settled in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996. You agree that the disputes shall be decided by a sole arbitrator and We shall have the sole right to appoint the arbitrator. Any such dispute shall be decided and determined on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration proceedings shall be conducted in Chennai, India. Either of us may, subject to the provisions of the Arbitration & Conciliation Act, 1996, and to the extent permitted thereunder,

seek any interim or preliminary relief from a court of competent jurisdiction in Chennai, India, necessary to protect the rights or the property of You or Zingobar (or its agents, suppliers, service providers and subcontractors). Any arbitration shall be confidential, and neither of Us shall disclose the existence, content or results of any such arbitration proceedings, except as may be required by law or for purposes of enforcing or challenging the arbitration award. In all arbitrations, each party will bear the expense of its own lawyers and preparation. The language of Arbitration shall be English.

#### 19. Laws and Disputes Redressal

Subject to Clause 18, You agree that courts in Chennai, India, shall have exclusive jurisdiction in respect of disputes between us. This Agreement shall be governed by the laws of India.

#### 20. Severability

If any provision of this Agreement is held to be unlawful, void, invalid or otherwise unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent required, and the remaining provisions will remain valid and enforceable.

#### 21. Assignment

This Agreement, and any rights granted hereunder, may not be transferred or assigned by You without our prior written consent which may be withheld in our sole discretion, but may be assigned by us without restriction. Any assignment attempted to be made in violation of this provision shall be void and of no effect.

#### 22. Survival

Upon termination of this Agreement, any provision which, by its nature or express terms should survive, will survive such termination or expiration as applied to transfers and relationship prior to such termination or expiration.

#### 23. Contact Information

You can send in your queries, requests or complaints in the following ways:

A) Online chat: Open the Zingobar Application ->Go to the Help Section->Click on Get Help and post a query, We will respond once we review your query.

B) Email: Write to us at [support@Zingobar.com](mailto:support@Zingobar.com) and submit your queries.

You have the right to register a complaint if you are not satisfied with any of the following:

- Services provided by Zingobar.
- Payment system/ prepaid instrument errors.
- Redemption issues.

· Unhappy with the quality of customer service provided.

· Or any other grievances.

#### 24. SLA

If you are not satisfied with the resolution provided by our level 1 escalation, you can further escalate the concern to a higher level as mentioned in our Customer Grievance policy [here](#) .

#### 25. Know Your Customer

KYC refers to the various norms, rules, laws and statutes issued by various government authorities including the Reserve Bank of India from time to time. As required by government authorities, including excise authorities, Zingobar, the Merchant, may be required to procure personal identification details from you before any Services can be delivered and at the time of registration and/ or on a later date, for availing and / or continuation of the Zingobar services You agree that:

i. Zingobar shall not be responsible for wrong details being entered by the User.

ii. In the event the beneficiary/KYC details provided are found to be incorrect/ insufficient, Zingobar retains the right to block Your Zingobar account. Zingobar retains the right to share the details of the transaction undertaken using the Zingobar Account and the end beneficiary/ KYC details with RBI, as per statutory guidelines issued from time to time. If the KYC details provided by you are invalid, you are liable for the consequences or action taken by the relevant regulatory authorities of your jurisdiction.

iii. The collection, verification, audit and maintenance of correct and updated customer information is a continuous process and We reserve the right, at any time, to take steps necessary to ensure compliance with all relevant and applicable KYC requirements;

iv. We reserve the right to discontinue Services at any time if there are discrepancies in information and/or documentation provided by You; and

v. Any information provided to Us with the intention of securing Zingobar account shall vest with Us and may be used for any purpose consistent with the Applicable Laws, at its discretion.

Subject to guidelines/notifications issued by various government authorities including the Reserve Bank of India from time to time, the KYC norms may be reviewed and modified at the discretion of Zingobar without prior intimation to You.

#### 26. Communication

You agree to receive certain specific emails from us. You hereby confirm that as on date of this registration, you do not have any objection to receiving emails, messages and calls from us and our

members. This consent shall supersede any preferences set by you with or registration done with the Do Not Disturb (DND Register)/ National Customer Preference Register. This consent extends to emails, messages or calls relating to your association with the Zingobar Application and/ or Zingobar's website under these Terms.

## 27. Delivery Booking and Financial Terms

In case of Delivery, there is no warranty that the product delivery or handover will depend on the Product's availability at that particular time at that particular store/Merchant. It completely depends on the Merchant's discretion to Accept/Reject any order.

The Merchant shall be solely responsible for any warranty/guarantee of the liquor products Delivered/Handed Over to the Users and in no event shall be the responsibility of Zingobar.

The transaction is bilateral between the Merchant and User and therefore, Zingobar is not liable to charge or deposit any taxes applicable on such transactions.

You acknowledge and agree that we act as the Merchant's payment agent for the limited purpose of accepting payments from You on behalf of the Merchant. Upon your payment of amounts to us, which are due to the Merchant, your payment obligation to the Merchant for such amounts is completed, and we are responsible for remitting such amounts to the Merchant. You shall not, under any circumstances whatsoever, make any payment directly to the Merchant for Order bookings made using the Platform.

The final tax bill will be issued by the Merchant to the User along with the order and Zingobar is merely collecting the payment on behalf of such Merchant. All applicable taxes and levies, the rates thereof and the manner of applicability of such taxes on the bill are being charged and determined by the Merchant. Zingobar holds no responsibility for the legal correctness/validity of the levy of such taxes. The sole responsibility for any legal issue arising on the taxes shall reside with the Merchant.

## 28. Cancellations, Partial Orders and Refunds

### a) Cancellation

As a general rule you shall not be entitled to cancel your order once you have received confirmation of the same from the Merchant. If you cancel your order after it has been confirmed, Zingobar shall have a right to charge you a cancellation fee corresponding to the order value (inclusive of applicable taxes), with a right to either not to refund the order value or recover from your subsequent order, the complete/ deficit cancellation fee, as applicable, to compensate our Merchant and delivery agents. Zingobar shall also have the right to charge you cancellation fee for the orders cancelled by Zingobar for the reasons specified under clause 1(iii) of this cancellation and refunds policy.

### b) Partial Order

However, in the unlikely event of an item on your order being unavailable, we will contact you on the phone number provided to us at the time of placing the order and inform you of such unavailability. In

such an event you will be entitled to modify or cancel the entire order and shall be entitled to a refund in accordance with our refund policy.

We reserve the sole right to modify/cancel your order in the following circumstance:

- i. in the event of You having already opted for partial order acceptance during the placement of order;
- ii. in the event of the designated address falls outside the delivery zone offered by us;
- iii. failure to contact you by phone or email at the time of confirming the order booking;
- iv. failure to deliver your order due to lack of information, direction or authorization from you at the time of delivery; or
- v. unavailability of all the items ordered by you at the time of booking the order.

#### c) Refunds

In certain cases, refunds may apply. This will be determined on a case-by-case basis evaluating credibility of relevant circumstances on the full discretion of Zingobar.

- i. You shall be entitled to a refund only in the event of any of the following circumstances:
- ii. Your Product(s) has been tampered or damaged at the time of delivery;
- iii. Us cancelling your order due to (A) your delivery location following outside our designated delivery zones; (B) failure to contact you by phone or email at the time of confirming the order booking; or (C) failure to contact you by phone or email at the time of confirming the order booking; or
- iv. Our decision on refunds shall be at our sole discretion and shall be final and binding.
- v. All refund amounts shall be credited to your account within 5-7 business days in accordance with the terms stipulated, or
- vi. All refund amounts shall be credited to your respective Bank account within 5-7 business days in accordance with the terms stipulated by Your Bank.