

# TERMS AND CONDITIONS

By accessing this web site, you are agreeing to be bound by these web site Terms and Conditions of Use , all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trade mark law.

## 1. INTRODUCTION

1.1 Railzayka is an e-catering service provider company owned by AFI Services, unless otherwise stated.

1.2 Railzayka provides a way for you to communicate your orders to Delivery Restaurants.

1.3 If you have any problems with your order you can contact our customer care team by calling our customer care phone number shown on this Website. One of our customer care representative will contact you and try to solve the issue you are facing with your order.

1.4 An important part of our quality control process is that consumers provide ratings and feedback on the website to reflect their experiences with restaurants. Please note that any complaint must be lodged with our customer care team using the method described above within 48 hours of placing the order.

1.5 Railzayka may call, send sms and/or use other possible modes but not limited to Electronic or Printed medium for collecting its customer's feedback.

1.6 You may access some areas of this Website without making a order, and registering your details with us. Most areas of this Website are open to everyone.

1.7 By accessing any part of this Website, you indicate that you accept these Website Terms. If you do not accept these Website Terms, you must leave this Website immediately.

1.8 Railzayka may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the current version of these Terms and Conditions of Use.

1.9 You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your Internet connection are aware of these Website Terms and that they comply with them.

## 2.HOW TO MAKE AN ORDER AND HOW IT IS PROCESSED

2.1 Any contract for the supply of Food Delivery from this Website is between you and the Vendor Restaurant.

2.2 Once you have selected your order from the menu of your chosen Vendor Restaurants you will be given the opportunity to submit your order. Please note it is important that you check the information that you enter and correct any errors before placing the order because after you placed the order errors cannot be corrected.

2.3 If at any time prior to you placing the order, you decide that you do not wish to proceed with your order, you should close the application window.

2.4 After placing the order, in case you have selected Cash on Delivery (COD) payment Railzayka will begin processing your order and we will send you notification by SMS that your order is being processed. For online payment orders, on receipt of your payment, Railzayka will begin processing your order and we will send you notification by SMS and email that payment has been received and that your order is being processed. SMS and email confirmation will be produced automatically so that you have confirmation of your order details. You must inform us immediately if any details are incorrect. The fact that you receive an automatic confirmation does not necessarily mean that either we or the Vendor Restaurant will be able to fill your order.

2.5 In case of online payment, if any payment you make is not authorized you will be returned to the previous page on the Website and we shall not be obliged to provide the services.

2.6 Please note that once you have made your order and your payment has been authorized you will be able to cancel your order according to details in paragraph 5.

2.7 Please note that from time to time there may be delays with processing payments and transactions, on occasion this can take up to sixty (60) days to be deducted from your bank account. .

### 3.PRICE AND PAYMENT

3.1 Prices will be as quoted on this Website. These prices are inclusive of relevant sales tax and delivery charges. In case Delivery Restaurants requires a service charge (for instance for orders below the minimum order amount), this will be clearly indicated on this Website, in the itemized bill, and added to the total amount due.

3.2 This Website contains a large number of menu items. Although we take great care to keep them up to date, it is always possible that some of the menu items may be incorrectly priced. If the correct price for an order is higher than the price stated on the Website Railzayka will normally contact you before the order in question is dispatched. Railzayka is under no obligation to ensure that the order is provided to you at the incorrect lower price or to compensate you in respect of incorrect pricing.

3.3 Payment for all orders must be by credit or debit card as stated on this Website or in cash at the point of delivery to you.

3.4 If you choose online payment, you must pay for your order before it is delivered. To ensure that shopping online is secure, your debit/credit card details will be encrypted to prevent the possibility of someone being able to read them as they are sent over the internet. Your credit card company may also conduct security checks to confirm it is you placing the order.

3.5 A discount may apply to your order if you use a promotional code recognized by this Website and endorsed by Railzayka.

3.6 Please note that from time to time there may be delays with processing payments and transactions, on occasion this can take up to sixty (60) days to be deducted from your bank account or credit card.

## 4.DELIVERY

4.1 If delivery is done by the Vendor Restaurant or its delivery partners, it is the Vendor Restaurants sole responsibility to provide Food Delivery in a timely manner.

4.2 We and the Vendor Restaurant will make every effort to deliver within the time stated at the requested train station. If Food Delivery is not provided at the estimated delivery time and train station requested by you, please contact us by telephone or email and we will try to ensure that you receive your order at an alternate train station along your train route.

4.3 All risk in the Food Delivery shall pass to you upon delivery.

4.4 If you fail to accept delivery of Food Delivery at the time they are ready for delivery, or we are unable to deliver at the nominated time due to your failure to provide appropriate train seat/coach information, or we are unable to deliver because of your failure to be present at the seat number you communicated to us, then such goods shall be deemed to have been delivered to you and all risk and responsibility in relation to such goods shall pass to you. Any costs which we incur as a result of the inability to deliver shall be your responsibility and you shall indemnify us in full for such cost.

4.5 Vendor Restaurants, who will prepare your order, aim:

4.5.1 to deliver the product to you at the train seat/coach requested by you in your order;

4.5.2 to deliver within the stoppage time at the station requested by you.

4.6 Vendor Restaurants and we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

## 5.CANCELLATION

5.1 You can cancel your order up to the order cutoff time. You can cancel your order either calling our call center number, or through our website. You will need to quote mobile phone number and order

ID to cancel the order. You may be required to login on the website in order to cancel your order, where applicable. We will not be able to cancel any order after order cutoff time, which is usually one hour before STA of train to delivery station.

5.2 If the cancellation is made up to 24 hours before cutoff time, and you have paid in advance online, we will refund or re-credit your debit or credit card with the full amount less a 10% cancellation administrative fee within 14 days.

5.3 If the cancellation is made between 24 hours and order cutoff time, and you have paid in advance online, we will refund or re-credit your debit or credit card with the full amount less a 25% cancellation administrative fee within 14 days.

5.4 In the unlikely event that the Vendor Restaurant delivers a wrong item, you have the right to reject the delivery of the wrong item and you shall be fully refunded for the missing item. If the Vendor Restaurant can only do a partial delivery (a few items might be not available), its staff should inform you or propose a replacement for missing items. You have the right to refuse a partial order before delivery and get a refund. We will put our best effort in ensuring that the delivery is complete and as per your order, however this may not be possible in all cases.

5.5 Railzayka reserve the rights to cancel any order without assigning any reason in various cases but not limited to the following reasons where train are delayed, customer is not reachable, any orders placed using promotional coupon, misuse of promotional coupon, unauthorized usage of coupon or inaccuracies of coupon pricing, technical glitches and value thresholds, changes in food menu, menu and pricing issue, serving restaurant is closed etc. However, Our first priority is customer and we will do maximum of three attempts to update customer on phone and Railzayka will strive to deliver food.

## 6.USE LICENCE

6.1 Permission is granted to temporarily download one copy of the materials (information or software) on Railzayka's web site for personal, non-commercial transitory viewing only. This is the grant

of a license, not a transfer of title, and under this license you may not:

6.1.1 modify or copy the materials;

6.1.2 use the materials for any commercial purpose, or for any public display (commercial or non-commercial);

6.1.3 attempt to decompile or reverse engineer any software contained on Railzayka's web site;

6.1.4 remove any copyright or other proprietary notations from the materials; or

6.1.5 transfer the materials to another person or "mirror" the materials on any other server.

6.2 This license shall automatically terminate if you violate any of these restrictions and may be terminated by Railzayka at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

6.3 Any rights not expressly granted in these Website Terms are reserved.

## 7.SERVICE ACCESS

7.1 While Railzayka tries to ensure this Website is normally available twenty four (24) hours a day, Railzayka will not be liable if this Website is unavailable at any time or for any period.

7.2 Access to this Website may be suspended temporarily and without notice.

7.3 Unfortunately, the transmission of information via the internet is not completely secure. Although we will take steps to protect your information, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk.

## 8.VISITOR MATERIAL AND CONDUCT

8.1 Other than personally identifiable information, which is covered under the Railzayka Privacy Policy, any material you transmit or post to this Website will be considered non-confidential and non-proprietary. Railzayka will have no obligations with respect to such material. Railzayka and anyone we designate will be free to copy, disclose, distribute, incorporate and otherwise use that material and all data, images, sounds, text and other things embodied in it for any and all commercial or non-commercial purposes.

8.2 You are prohibited from posting, uploading or transmitting to or from this Website any material that:

8.2.1 breaches any applicable local, national or international law;

8.2.2 is unlawful or fraudulent;

8.2.3 amounts to unauthorized advertising; or

8.2.4 contains viruses or any other harmful programs.

8.3 You may not misuse the Website (including by hacking)..

8.4 Any comments or feedback that you submit through the Website must not:

8.4.1 contain any defamatory, obscene or offensive material;

8.4.2 promote violence or discrimination;

8.4.3 infringe the intellectual property rights of another person;

8.4.4 breach any legal duty owed to a third party (such as a duty of confidence);

8.4.5 promote illegal activity or invade another's privacy;

8.4.6 give the impression that they originate from us; or

8.4.7 be used to impersonate another person or to misrepresent your affiliation with another person.

8.5 The prohibited acts listed in paragraphs 8.2 to 8.4 above are non-exhaustive. You will pay Railzayka for all costs and damages which it incurs as a result of you breaching any of these restrictions.

8.6 Railzayka will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or location of anyone posting any material in breach of paragraph 8.2 to 8.4.

## 9.LINKS TO AND FROM OTHER WEBSITES

9.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. Railzayka has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Railzayka of the site. Use of any such linked web site is at the user's own risk.

9.2 You may link to this Website homepage, provided that you do so in a fair and legal way which does not damage Railzayka's reputation or take advantage of it.

9.3 You must not establish a link from a website that is not owned by you or in a way that suggests a form of association with or endorsement by Railzayka where none exists.

9.4 The website from which you link must comply with the content standards set out in these Website Terms.

9.5 Railzayka has the right to withdraw the linking permission at any time. .

## 10.DISCLAIMER

10.1 While Railzayka tries to ensure that information on this Website is correct, we do not promise it is accurate or complete. Railzayka may make changes to the material on this Website, or to the services and prices described in it, at any time without notice. The material on this Website may be out of date, and Railzayka makes no commitment to update that material. In particular, we do

not promise that the information provided by the Vendor Restaurants and displayed on this Website such as the menus and pricing is correct or up to date.

10.2 Railzayka provides you with access to this Website and our services on the basis that, to the maximum extent permitted by law, we exclude all representations, warranties, conditions and other terms (including any conditions implied by law which but for these Website Terms might apply in relation to this Website and the services that we provide).

10.3 The products sold by us are provided for private domestic and consumer use only. Accordingly, we do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the Website or for any products or services purchased from us.

10.4 We have taken all reasonable steps to prevent Internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we cannot be held liable in the extremely unlikely event of a breach in our secure computer servers or those of third parties.

10.5 You are responsible for the security of your password that you used to register with this Website. Unless Railzayka negligently discloses your password to a third party, Railzayka will not be liable for any unauthorized transaction entered into using your name and password.

## 11.TERMINATION

11.1 Railzayka may terminate or suspend (at our absolute discretion) your right to use this Website and your use of the services immediately by notifying you in writing (including by email) if:

11.1.1 Railzayka believes you have posted material in breach of paragraphs 8.2, 8.3 or 8.4 (Visitor Material and Conduct);

11.1.2 Railzayka believes that you have breached paragraphs 9.2, 9.3 or 9.4 (Links to and from other websites); or

11.1.3 If you breach any other material terms of these Website Terms.

11.2 Upon termination or suspension you must immediately destroy any downloaded or printed extracts from this Website.

## 12.LIABILITY

12.1 Railzayka, and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, or loss or damages arising from or connected in any way to business interruption, loss of opportunity, loss of anticipated savings, wasted management or office time and whether in tort (including negligence), contract or otherwise, even if foreseeable) in connection with our services, this Website or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on these websites.

12.2 Railzayka takes full responsibility for the content of this Website and for the communication of orders to the Vendor Restaurants as set out in these Website Terms. Railzayka's customer care team will, subject to your compliance with these Website Terms and cooperation, use all reasonable endeavors to resolve any issues arising from the submission of orders via this Website including the processing of all credit or debit card refunds and chargebacks where appropriate. However, please note that the legal contract for the supply and purchase of food and beverages is between you and the Vendor Restaurants that you place your order with. Railzayka cannot give any undertaking that the food and beverages ordered from the Vendor Restaurants through this Website will be of satisfactory quality and any such warranties are disclaimed by Railzayka. These disclaimers do not affect your statutory rights against the Vendor Restaurants.

12.3 Nothing in these Website Terms excludes or limits our liability for death or personal injury arising from Railzayka's negligence, nor Railzayka's liability for fraudulent misrepresentation, nor any other

liability which cannot be excluded or limited under applicable law. Nothing in these Website Terms affects your statutory rights.

12.4 With the exception of any liability referred to in paragraph 12.3 above, Railzayka's total liability to you in relation to your use of the Website and the services that we provide including (but not limited) to liability for breach of these Website Terms and tort (including but not limited to negligence) is limited to an amount equivalent to trice the value of your order or three thousand Indian rupees, whichever is the lower.

12.5 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all associated costs.

## 13.GOVERNING LAW AND JURISDICTION

13.1 These Website Terms shall be governed by and construed in accordance with Indian law. Disputes arising in connection with these Website Terms (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the courts of Lucknow, Uttar Pradesh (India). All dealings, correspondence and contacts between us shall be made or conducted in the English language.

## 14.ADDITIONAL TERMS

14.1 We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy. You should review our Privacy Policy, which is incorporated into these Website terms by this reference and is available.

14.2 If any provision or part of a provision of these Website Terms is found by any court or authority of competent jurisdiction to be unlawful, otherwise invalid or unenforceable, such provisions or part provisions will be struck out of these Website Terms and the remainder of these Website Terms will apply as if the offending provision or part provision had never been agreed.

14.3 Any failure or delay by you or us in enforcing (in whole or in part) any provision of these Website Terms will not be interpreted as a waiver of your or our rights or remedies.

14.4 You may not transfer any of your rights or obligations under these Website Terms without our prior written consent. We may transfer any of our rights or obligations under these Website Terms without your prior written consent to any business that we enter into a joint venture with, purchase or are sold to.

14.5 The headings in these Website Terms are included for convenience only and shall not affect their interpretation.

## 15.WRITTEN COMMUNICATIONS

15.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 16.EVENTS OUTSIDE OUR CONTROL

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control (Force Majeure Event).

16.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

16.2.1 strikes, lock-outs or other industrial action;

16.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

16.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

16.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

16.2.5 impossibility of the use of public or private telecommunications networks; and

16.2.6 the acts, decrees, legislation, regulations or restrictions of any government.

16.3 Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

## 17.SEVERABILITY

17.1 If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## 18.ENTIRE AGREEMENT

18.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract.

## 19.LIABILITY

19.1 Railzayka, and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, or loss or damages arising from or connected in any way to business interruption, loss of opportunity, loss of anticipated savings, wasted management or office time and whether in tort (including negligence), contract or otherwise, even if foreseeable) in connection with our services, this Mobile Android Application or in connection with the use, inability to use or the results of use of this Mobile Android Application, any Android Application, mobile site, website or affiliate linked to Railzayka.com's Mobile Android Application or the material on these places.

19.2 Railzayka.com is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the Application.

19.3 Railzayka takes full responsibility for the content of Android Application and for the communication of orders to the Vendor Restaurants as set out in these Android Application Terms. Railzayka's customer care team will, subject to your compliance with these Android Application Terms and conditions, use all reasonable endeavors to resolve any issues arising from the submission of orders via Android Application including the processing of all credit or debit card refunds and chargebacks where appropriate. However, please note that the legal contract for the supply and purchase of food and beverages is between you and the Vendor Restaurants that you place your order with. Railzayka cannot give any undertaking that the food and beverages ordered from the Vendor Restaurants through Mobile Android Application will be of satisfactory quality and any such warranties are disclaimed by Railzayka. These disclaimers do not affect your statutory rights against the Vendor Restaurants.

19.4 Nothing in these Mobile Android Application Terms excludes or limits our liability for death or personal injury arising from Railzayka's negligence, nor Railzayka's liability for fraudulent misrepresentation, nor any other liability which cannot be excluded

or limited under applicable law. Nothing in these Mobile Android Application Terms affects your statutory rights.

19.5 If your use of material on this Mobile Android Application results in the need for servicing, repair or correction of equipment, software or data, you assume all associated costs.