

## **SUBSCRIBER AGREEMENT**

For the purpose of Subscriber Agreement (“**Agreement**”), wherever the context so requires "You" or "Subscriber" or “User” shall mean any natural or legal person who visits our platform, either just for the purpose of browsing the Website/App and/or engages to buy our products through our website [www.6meal.in](http://www.6meal.in), directly or indirectly. The term "We", "Us", or "Our" shall mean the 6meal team ("**6meal**")

### **DISCLAIMER:**

6MEAL OFFERS HIGH QUALITY MEALS WITH LOW GLYCEMIC INDEX INGREDIENTS, PREPARED DAILY - FRESH, NEVER FROZEN, AND DELIVERED DAILY AT YOUR DOORSTEP. 6MEAL PROVIDES BEST EFFORT TO HELP CUSTOMER LOSE WEIGHT BY PERSONLIZING MEAL PACKAGES WITH HEALTHY FOOD. ALL MEALS ARE PREPARED IN CONSULTATION WITH OUR IN-HOUSE CERTIFIED NUTRIONIST. 6MEAL IS NOT RESPONSIBLE FOR ANY FLUCTUATION IN SUGAR LEVELS DUE TO ANY KNOWN OR UNKNOWN CIRCUMSTANCES. 6MEAL RESERVES THE RIGHT TO CHANGE OR MODIFY ANY INGREDIENT AT ITS SOLE DISCRETION. A SECURITY DEPOSIT OF INR 1000 IS INCLUDED FOR THE STEEL BOXES IN THE INVOICE THAT IS REFUNDABLE AT THE END OF THE PACKAGE. MONTHLY PACKAGE IN CASE OF TRAVEL CAN BE EXTENDED UPTO 15 CALENDER DAYS FROM THE START DATE. ANY DAYS LEFT AFTER THE PERIOD WILL BE LAPSED. 6MEAL REQUIRES 24-HOUR NOTICE FOR ANY KIND OF CANCELLATION OR CHANGES IN FOOD REQUIREMENT.

### **1.General Conditions-**

- 1.1 By agreeing to the terms contained herein, you represent that you are at least 18 (Eighteen) years of age, are of sound mind and are competent to contract under the laws of India.
- 1.2 You represent and warrant that the items of food / beverages as mentioned under Your subscription details being purchased from Us (“**Products**”) are for your own consumption not for further sale. Further You agree that You shall not use our products for any illegal or unauthorized purpose.
- 1.3 We reserve the right to refuse sale of Products / service to anyone for any reason at any time. You understand and agree that for enabling Us to effectively fulfill our obligations under this Agreement, we would need to collect information, data etc., which may be personal in nature. You hereby provide Your express consent and permit us to collect, store, handle, transmit and use the aforesaid personal information subject to the laws of India.
- 1.4 When you use the Website or register an account, you will provide us with personal information such as your name, email address, telephone number, credit or debit card information and address. You must ensure that this information is accurate and current. We shall neither disclose any Confidential Information provided to Us by You, to any third party, nor will use such Information for our own undue benefit.

1.5 It is clarified that You will not be entitled to purchase any of our Products even on a trial basis without completing the registration process. In this regard, You are responsible for keeping the user name and password secure and are responsible for all use and activity carried out under this user name.

1.6 We may revise the terms contained in this Agreement along with the Terms of Use and our Privacy Statement at any time. You should check the Website regularly to review the current applicable terms, because they are binding on You.

## **2.PAYMENT**

All payments must be received by us prior to shipping unless the order is placed by using Cash on delivery (COD) payment mode. We accept payment by cheque/cash/draft, net-banking, credit card, debit card, cash card, mobile payments. In a case of a Credit Card/Debit Card you must use the card in your name. We hold no responsibility for a fraud or a transaction that can be deemed illegitimate. In case of a cheque return/cancellation, charges have to be borne by You.

## **3.SHIPPING AND HANDLING**

3.1 We will arrange for shipment of the Products to you. We would try to deliver the Products in the mentioned time however We realize that there could be circumstance where We would be unable to meet our time frames. Shipping schedules are estimates only and cannot be guaranteed. We are not liable for any delays in the shipments. In the event the Product box is unlocked or has been tampered with, You are required to immediately return the package to the delivery agent. Once You accept the package, any future issues raised in this regard would not be entertained. In case the Products are delivered and not accepted by due to reasons of non-availability, all charges will be borne by you.

## **4.DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

4.1 To the maximum extent permissible under applicable law, We disclaim all liability regarding the fitness, quality and quantity of the Products. Our liability shall be limited to the total amount paid by You to Us during the last three (3) months. In no case shall We, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Products. It is further made clear that the nutritionists are not experts in the field of medicine and thus, We shall not be held liable for any loss to You due to medical negligence.

## **5.INDEMNIFICATION**

5.1 You agree to indemnify, defend and hold harmless Us and Our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of the terms contained herein.

## **6. SEVERABILITY**

6.1 In the event that any provision of these terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **7. GOVERNING LAW**

7.1 This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of the courts in New Delhi.

## **8. CANCELLATION AND REFUND POLICY**

8.1 Any cancellation shall be subject to Our discretion. Please contact the customer care for further details in this regard.

## **9. ARBITRATION:**

9.1 In the event of any dispute, difference or question arising out of or in respect of this agreement or the commission of any breach of any terms thereof or of compensation payable thereof or in any manner whatsoever in connection with it, the same shall be referred to the arbitration and shall be governed by Arbitration and Conciliation Act, 1996. The seat of the arbitration shall be decided by Us. The decision or award so given shall be binding on the parties hereto.