



CHAI[®]

**Terms
&
Conditions**

CUP OF HAPPINESS



1. Introduction

- 1.1 These terms and conditions shall govern your use of our website, which also may include our apps or other software (hereinafter referred to as “apps”) that you may interact with through your experience with Moltress Hospitality Private Limited (hereinafter interchangeably referred to as “Moltress” or “MHPL” or “the Company”).
- 1.2 By using our website and/or apps, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website and/or apps.
- 1.3 If you [register with our website and/or apps, submit any material to our website and/or apps or use any of our website and/or app services], we will ask you to expressly agree to these terms and conditions.
- 1.4 Our website and/or app(s) uses cookies; by using our website and/or apps or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our [privacy policy].

2. License to use website and/or apps

- 2.1 You may be able to:
 - (a) view pages from our website and/or apps in a web browser;
 - (b) download pages from our website and/or apps for caching in a web browser;
 - (c) print pages from our website and/or apps;
 - (d) [stream audio and video files from our website and/or apps]; and
 - (e) [use [our website and/or app services] by means of a web browser],
- 2.2 Except as expressly permitted by Section 2.1 or the other provisions of these terms and conditions, you must not download any material from our website and/or apps or save any such material to your computer.
- 2.3 You may only use our website and/or apps for [your own personal and business purposes], and you must not use our website for any other purposes.
- 2.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website and/or apps.
- 2.5 Unless you own or control the relevant rights in the material, you must not:

Registered Office: Moltress Hospitality Private Limited
29 Bhuda Perumal Street, Anna Salai, Chennai 600002 Tamil Nadu, India
CIN: U55209TN2019PTC128376



- (a) republish material from our website and/or apps (including republication on another website and/or app);
 - (b) sell, rent or sub-license material from our website and/or apps;
 - (c) show any material from our website and/or apps in public;
 - (d) exploit material from our website and/or apps for a commercial purpose; or
 - (e) redistribute material from our website and/or apps.
- 2.6 Notwithstanding Section 2.5, you may redistribute our documents in print and electronic form to any person.
- 2.7 We reserve the right to restrict access to areas of our website and/or apps, or indeed our whole website and/or apps, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website and/or apps.
- 3. Acceptable use**
- 3.1 You must not:
- (a) use our website in any way or take any action that causes, or may cause, damage to the website and/or apps or impairment of the performance, availability or accessibility of the website and/or apps;
 - (b) use our website and/or apps in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - (c) use our website and/or apps to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - (d) [conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website and/or apps without our express written consent];
 - (e) access or otherwise interact with our website and/or apps using any robot, spider or other automated means, except for the purpose of search engine indexing;



- (f) violate the directives set out in the robots.txt file for our website and/or apps; or
 - (g) use data collected from our website and/or apps for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing)
- 3.2 You must not use data collected from our website and/or apps to contact individuals, companies or other persons or entities.
- 3.3 You must ensure that all the information you supply to us through our website and/or apps, or in relation to our website and/or apps, is [true, accurate, current, complete and non-misleading].
- 4. Registration and accounts**
- 4.1 To be eligible for an individual account on our website and/or apps under this Section 4, you must be a bona fide individual and must agree to abide by MHPL's Terms & Conditions
- 4.2 You may register for an account with our website and/or apps by completing and submitting the account registration form on our website and/or apps, and clicking on the verification link in the email that the website and/or apps will send to you or by any other verification means as may be detailed on our website and/or apps.
- 4.3 You must not allow any other person to use your account to access the website and/or apps, nor must you use any other person's account to access the website and/or apps, unless you have that person's express permission to do so.
- 4.4 You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 5. User login details**
- 5.1 If you register for an account with our website and/or apps, you must provide all details that we require, and you will be asked to choose a password, which when used along with your registered mobile number or email address, will allow you access to your user account.



- 5.2 Your user ID must not be liable to mislead and must comply with the rules set out in this terms and condition; you must not use your account or user ID for or in connection with the impersonation of any person.
- 5.3 You must keep your password confidential.
- 5.4 You must notify us in writing immediately if you become aware of any disclosure of your password.
- 5.5 You are responsible for any activity on our website and/or apps arising out of any failure to keep your password confidential and may be held liable for any losses arising out of such a failure.

6. Cancellation and suspension of account

- 6.1 We may:
- (a) [suspend your account];
 - (b) [cancel your account]; and/or
 - (c) [edit your account details], at any time in our sole discretion without notice or explanation.
- 6.2 You may cancel your account on our website and/or apps using your account control panel on the website and/or apps.

7. Limited warranties

- 7.1 We do not warrant or represent:
- (a) the completeness or accuracy of the information published on our website and/or apps;
 - (b) that the material on the website and/or apps is up to date; or
 - (c) that the website or any service on the website and/or apps will remain available.
- 7.2 We reserve the right to discontinue or alter any or all of our website and/or app services, and to stop publishing our website and/or apps, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other



payment upon the discontinuance or alteration of any website and/or app services, or if we stop publishing the website and/or apps.

- 7.3 To the maximum extent permitted by applicable law and subject to Section 7.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and/or apps and the use of our website and/or apps.

8. Limitations and exclusions of liability

8.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (b) limit any liabilities in any way that is not permitted under applicable law; or
- (c) exclude any liabilities that may not be excluded under applicable law.

8.2 The limitations and exclusions of liability set out in this Section 8 and elsewhere in these terms and conditions:

- (a) are subject to Section 8.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

8.3 To the extent that our website and/or apps and the information and services on our website and/or apps are provided free of charge, we will not be liable for any loss or damage of any nature.

8.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

8.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

8.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

8.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.



8.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

9. Breaches of these terms and conditions

9.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website and/or apps;
- (c) permanently prohibit you from accessing our website and/or apps;
- (d) block computers using your IP address from accessing our website and/or apps;
- (e) contact any or all of your internet service providers and request that they block your access to our website and/or apps;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website and/or apps.

9.2 Where we suspend or prohibit or block your access to our website and/or apps or a part of our website and/or apps, you must not take any action to circumvent such suspension or prohibition or blocking [(including without limitation [creating and/or using a different account])].

10. Variation

10.1 We may revise these terms and conditions from time to time.

10.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website and/or apps, and you



hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions

- 10.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website and/or apps, and you must stop using the website and/or apps.

11. Assignment

- 11.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 11.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

12. Severability

- 12.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 12.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

13. Third party rights

- 13.1 A contract under these terms and conditions is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party.
- 13.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

14. Law and jurisdiction

- 14.1 These terms and conditions shall be governed by and construed in accordance with laws of Union of India
- 14.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts in Chennai, India.



15. Arbitration Clause

15.1 In case of any dispute between us, we will try to settle the same among ourselves and if the same is not sorted out within 2 weeks then the dispute will be referred to the Single member arbitral tribunal to be appointed by us as per Arbitration and Conciliation Act, 2013 and amendments made thereof. The language of arbitration will be in English and the place of arbitration will be Chennai, Tamil Nadu, India.

16. Our details

16.1 This website and/or apps are owned and operated by *Moltress Hospitality Private Limited*

16.2 You can contact us by email at support@chaicup.co

