



EATOINDIA FOOD DELIVERY

Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatoindia.com

Last updated on **March 04, 2021**

I. Acceptance of terms

Thank you for using EatoIndia. These Terms of Service (the "Terms") are intended to make you aware of your legal rights and responsibilities with respect to your access to and use of the EatoIndia website at www.eatoindia.com (the "Site") and any related mobile or software applications ("EatoIndia Platform") including but not limited to delivery of information via the website whether existing now or in the future that link to the Terms (collectively, the "Services").

These Terms are effective for all existing and future EatoIndia customers, including but without limitation to users having access to 'restaurant business page' to manage their claimed business listings.

Please read these Terms carefully. By accessing or using the EatoIndia Platform, you are agreeing to these Terms and concluding a legally binding contract with EatoIndia Food Delivery and/or its affiliates. You may not use the Services if you do not accept the Terms or are unable to be bound by the Terms. Your use of the EatoIndia Platform is at your own risk, including the risk that you might be exposed to content that is objectionable, or otherwise inappropriate.

In order to use the Services, you must first agree to the Terms. You can accept the Terms by:

- Clicking to accept or agree to the Terms, where it is made available to you by EatoIndia in the user interface for any particular Service; or
- Actually using the Services. In this case, you understand and agree that EatoIndia will treat your use of the Services as acceptance of the Terms from that point onwards.

II. Definitions

Customer

"Customer" or "You" or "Your" refers to you, as a customer of the Services. A customer is someone who accesses or uses the Services for the purpose of sharing, displaying, hosting, publishing, transacting, or uploading information or views or pictures and includes other persons jointly participating in using the Services including without limitation a user having access to 'restaurant business page' to manage claimed business listings or otherwise.

Content

"Content" will include (but is not limited to) reviews, images, photos, audio, video, location data, nearby places, and all other forms of information or data. "Your content" or "Customer Content" means content that you upload, share or transmit to, through or in connection with the Services, such as likes, ratings, reviews, images, photos, messages, profile information, and any other materials that you publicly display or displayed in your account profile. "EatoIndia Content" means content that EatoIndia creates and make available in connection with the Services including, but not limited to, visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate ratings, reports and other usage-related data in connection with activities associated with your account and all other elements and components of the Services excluding Your Content and Third Party Content. "Third Party Content" means content that comes from parties other than EatoIndia or its Customers and is available on the Services.



EATOINDIA FOOD DELIVERY

Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatoindia.com

Restaurant(s)

"Restaurant" means the restaurants listed on EatoIndia Platform.

Merchant(s)

Merchant means the merchant(s) listed on the EatoIndia Platform and offering its Nutrition Products (defined herein below) to the Customers.

III. Eligibility to use the services

1. You hereby represent and warrant that you are at least eighteen (18) years of age or above and are fully able and competent to understand and agree the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms.
2. Compliance with Laws. You are in compliance with all laws and regulations in the country in which you live when you access and use the Services. You agree to use the Services only in compliance with these Terms and applicable law, and in a manner that does not violate our legal rights or those of any third party(ies).

IV. Changes to the terms

EatoIndia may vary or amend or change or update these Terms, from time to time entirely at its own discretion. You shall be responsible for checking these Terms from time to time and ensure continued compliance with these Terms. Your use of EatoIndia Platform after any such amendment or change in the Terms shall be deemed as your express acceptance to such amended/changed terms and you also agree to be bound by such changed/amended Terms.

V. Translation of the terms

EatoIndia may provide a translation of the English version of the Terms into other languages. You understand and agree that any translation of the Terms into other languages is only for your convenience and that the English version shall govern the terms of your relationship with EatoIndia. Furthermore, if there are any inconsistencies between the English version of the Terms and its translated version, the English version of the Terms shall prevail over others.

VI. Provision of the services being offered by EatoIndia

1. EatoIndia is constantly evolving in order to provide the best possible experience and information to its Customers. You acknowledge and agree that the form and nature of the Services which EatoIndia provides, may require affecting certain changes in it, therefore, EatoIndia reserves the right to suspend/cancel, or discontinue any or all products or services at any time without notice, make modifications and alterations in any or all of its contents, products and services contained on the site without any prior notice.
2. We, the software, or the software application store that makes the software available for download may include functionality to automatically check for updates or upgrades to the software. Unless your device, its settings, or computer software does not permit transmission or use of upgrades or updates, you agree that we, or the applicable software or software application store, may provide notice to you of the availability of such upgrades or updates and automatically push such upgrade or update to your device or computer from



EATOINDIA FOOD DELIVERY

Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatoindia.com

time-to-time. You may be required to install certain upgrades or updates to the software in order to continue to access or use the Services, or portions thereof (including upgrades or updates designed to correct issues with the Services). Any updates or upgrades provided to you by us under the Terms shall be considered part of the Services.

3. You acknowledge and agree that if EatoIndia disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content, which is contained in your account.
4. You acknowledge and agree that while EatoIndia may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services, EatoIndia may set such fixed upper limits at any time, at EatoIndia's discretion.
5. **By using EatoIndia's Services you agree to the following disclaimers:**
 - The Content on these Services is for informational purposes only. EatoIndia disclaims any liability for any information that may have become outdated since the last time the particular piece of information was updated. EatoIndia reserves the right to make changes and corrections to any part of the Content on these Services at any time without prior notice. EatoIndia does not guarantee the quality of the Goods, the prices listed in menus or the availability of all menu items at any Restaurant/Merchant. Unless stated otherwise, all pictures and information contained on these Services are believed to be owned by or licensed to EatoIndia. Please email a takedown request (by using the "Contact Us" link on the home page) to the webmaster if you are the copyright owner of any Content on these Services and you think the use of the above material violates Your copyright in any way. Please indicate the exact URL of the webpage in your request. All images shown here have been digitized by EatoIndia. No other party is authorized to reproduce or republish these digital versions in any format whatsoever without the prior written permission of EatoIndia.
 - Any certification, licenses or permits ("Certification") or information in regard to such Certification that may be displayed on the Restaurant's listing page or Nutrition Products' listing on the EatoIndia Platform is for informational purposes only. Such Certification is displayed by EatoIndia on an 'as available' basis that is provided to EatoIndia by the Restaurant partner(s)/Merchant(s). EatoIndia does not make any warranties about the validity, authenticity, reliability and accuracy of such Certification or any information displayed in this regard. Any reliance by a Customer upon the Certification or information thereto shall be strictly at such Customer's own risk and EatoIndia in no manner shall assume any liability whatsoever for any losses or damages in connection with the use of this information or for any inaccuracy, invalidity or discrepancy in the Certification or non-compliance of any applicable local laws or regulations by the Restaurant partner/Merchant.
6. EatoIndia reserves the right to charge a subscription and/or membership and/or a convenience fee from a Customer, by giving reasonable prior notice, in respect of any product, service or any other aspect of the EatoIndia Platform anytime in future.
7. EatoIndia may from time to time introduce referral and/or incentive based programs for its Customers (Program). These Program(s) may be governed by their respective terms and conditions. By participating in



EATOINDIA FOOD DELIVERY

Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatoindia.com

the Program, Customers are bound by the Program terms and conditions as well as the EatoIndia Platform terms. Further, EatoIndia reserves the right to terminate / suspend the Customer's account and/or credits / points earned and/or participation of the Customer in the Program if EatoIndia determines in its sole discretion that the Customer has violated the rules of the Program and/or has been involved in activities that are in contravention of the Program terms and/or EatoIndia Platform terms or has engaged in activities which are fraudulent / unlawful in nature. Furthermore, EatoIndia reserves the right to modify, cancel and discontinue its Program without notice to the Customer.

VII. Use of services by you or Customer

1. EatoIndia Customer Account Including "Add Restaurant" Access

- a. You must create an account in order to use some of the features offered by the Services, including without limitation to 'claim your business listing' on the Services. Use of any personal information you provide to us during the account creation process is governed by our Privacy Policy. You must keep your password confidential and you are solely responsible for maintaining the confidentiality and security of your account, all changes and updates submitted through your account, and all activities that occur in connection with your account.
- b. You may also be able to register to use the Services by logging into your account with your credentials from certain third party social networking sites (e.g., Facebook). You confirm that you are the owner of any such social media account and that you are entitled to disclose your social media login information to us. You authorize us to collect your authentication information, and other information that may be available on or through your social media account consistent with your applicable settings and instructions.
- c. In creating an account and/or claiming your business' listing, you represent to us that all information provided to us in such a process is true, accurate and correct, and that you will update your information as and when necessary in order to keep it accurate. If you are creating an account or claiming a business listing, then you represent to us that you are the owner or authorized agent of such business. You may not impersonate someone else, create or use an account for anyone other than yourself, provide an email address other than your own, create multiple accounts or business listings except as otherwise authorized by us, or provide or use false information to obtain access to a business' listing on the Services that you are not legally entitled to claim. You acknowledge that any false claiming of a business listing may cause EatoIndia or third parties to incur substantial economic damages and losses for which you may be held liable and accountable.
- d. You are also responsible for all activities that occur in your account. You agree to notify us immediately of any unauthorized use of your account in order to enable us to take necessary corrective action. You also agree that you will not allow any third party to use your EatoIndia account for any purpose and that you will be liable for such unauthorized access.
- e. By creating an account, you agree to receive certain communications in connection with EatoIndia Platform or Services. For example, you might receive comments from other Customers or other Customers may follow the activity to do on your account. You can opt-out or manage your preferences regarding non-essential communications through account settings.



EATOINDIA FOOD DELIVERY

Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatoindia.com

2. Others Terms

- a. You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
- b. You agree to use the data owned by EatoIndia (as available on the Services or through any other means like API etc.) only for personal use/purposes and not for any commercial use (other than in accordance with 'Claim Your Business Listing' access) unless agreed to by/with EatoIndia in writing.
- c. You agree not to access (or attempt to access) any of the Services by any means other than the interface that is provided by EatoIndia, unless you have been specifically allowed to do so, by way of a separate agreement with EatoIndia. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.
- d. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). You shall not delete or revise any material or information posted by any other Customer(s), shall not engage in spamming, including but not limited to any form of emailing, posting or messaging that is unsolicited.

VIII. Content

1. Ownership of EatoIndia Content and Proprietary Rights

- a. We are the sole and exclusive copyright owners of the Services and our Content. We also exclusively own the copyrights, trademarks, service marks, logos, trade names, trade dress and other intellectual and proprietary rights throughout the world (the "IP Rights") associated with the Services and EatoIndia Content, which may be protected by copyright, patent, trademark and other applicable intellectual property and proprietary rights and laws. You acknowledge that the Services contain original works and have been developed, compiled, prepared, revised, selected, and arranged by us and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of us and such others. You further acknowledge that the Services may contain information which is designated as confidential by EatoIndia and that you shall not disclose such information without EatoIndia's prior written consent.
- b. You agree to protect EatoIndia's proprietary rights and the proprietary rights of all others having rights in the Services during and after the term of this agreement and to comply with all reasonable written requests made by us or our suppliers and licensors of content or otherwise to protect their and others' contractual, statutory, and common law rights in the Services. You acknowledge and agree that EatoIndia (or EatoIndia's licensors) own all legal right, title and interest in and to the Services, including any IP Rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated as confidential by EatoIndia and that you shall not disclose such information without EatoIndia's prior written consent. Unless you have agreed otherwise in writing with EatoIndia, nothing in the Terms gives you a right to use any of



EATOINDIA FOOD DELIVERY

Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatoindia.com

EatoIndia's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

- c. You agree not to use any framing techniques to enclose any trademark or logo or other proprietary information of EatoIndia; or remove, conceal or obliterate any copyright or other proprietary notice or source identifier, including without limitation, the size, colour, location or style of any proprietary mark(s). Any infringement shall lead to appropriate legal proceedings against you at an appropriate forum for seeking all available/possible remedies under applicable laws of the country of violation. You cannot modify, reproduce, publicly display or exploit in any form or manner whatsoever any of EatoIndia's Content in whole or in part except as expressly authorized by EatoIndia.
- d. To the fullest extent permitted by applicable law, we neither warrant nor represent that your use of materials displayed on the Services will not infringe rights of third parties not owned by or affiliated with us. You agree to immediately notify us upon becoming aware of any claim that the Services infringe upon any copyright trademark, or other contractual, intellectual, statutory, or common law rights by following the instructions contained below in section XVI.

2. Your License to EatoIndia Content

- a. We grant you a personal, limited, non-exclusive and non-transferable license to access and use the Services only as expressly permitted in these Terms. You shall not use the Services for any illegal purpose or in any manner inconsistent with these Terms. You may use information made available through the Services solely for your personal, non-commercial use. You agree not to use, copy, display, distribute, modify, broadcast, translate, reproduce, reformat, incorporate into advertisements and other works, sell, promote, create derivative works, or in any way exploit or allow others to exploit any of EatoIndia Content in whole or in part except as expressly authorized by us. Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to the Services, EatoIndia Content or our IP Rights.
- b. Any violation by you of the license provisions contained in this Section may result in the immediate termination of your right to use the Services, as well as potential liability for copyright and other IP Rights infringement depending on the circumstances.

3. EatoIndia License to Your or Customer Content

By submitting Your Content you hereby irrevocably grant EatoIndia a perpetual, irrevocable, world-wide, non-exclusive, fully paid and royalty-free, assignable, sub-licensable and transferable license and right to use Your Content (including content shared by any business user having access to a 'restaurant business page' to manage claimed business listings or otherwise) and all IP Rights therein for any purpose including API partnerships with third parties and in any media existing now or in future. By "use" we mean use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, analyze, promote, commercialize, create derivative works, and in the case of third party services, allow their users and others to do the same. You grant us the right to use the name or username that you submit in connection with Your Content. You irrevocably waive, and cause to be waived, any claims and assertions of moral rights or attribution with respect to Your Content brought against EatoIndia or its Customers, any third party services and their users.



EATOINDIA
FOOD DELIVERY

Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatoindia.com

4. Representations Regarding Your or Customer Content

- a. You are responsible for Your Content. You represent and warrant that you are the sole author of, own, or otherwise control all of the rights of Your Content or have been granted explicit permission from the rights holder to submit Your Content; Your Content was not copied from or based in whole or in part on any other content, work, or website; Your Content was not submitted via the use of any automated process such as a script bot; use of Your Content by us, third party services, and our and any third party users will not violate or infringe any rights of yours or any third party; Your Content is truthful and accurate; and Your Content does not violate the [Guidelines and Policies](#) or any applicable laws
- b. **If Your Content is a review, you represent and warrant that you are the sole author of that review; the review reflects an actual dining experience that you had; you were not paid or otherwise remunerated in connection with your authoring or posting of the review; and you had no financial, competitive, or other personal incentive to author or post a review that was not a fair expression of your honest opinion.**
- c. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. While we reserve the right to remove Content, we do not control actions or Content posted by our Customers and do not guarantee the accuracy, integrity or quality of any Content. You acknowledge and agree that Content posted by Customers and any and all liability arising from such Content is the sole responsibility of the Customer who posted the content, and not EatoIndia.

5. Content Removal

We reserve the right, at any time and without prior notice, to remove, block, or disable access to any Content that we, for any reason or no reason, consider to be objectionable, in violation of the Terms or otherwise harmful to the Services or our Customers in our sole discretion. Subject to the requirements of applicable law, we are not obligated to return any of Your Content to you under any circumstances. Further, the Restaurant reserves the right to delete any images and pictures forming part of Customer Content, from such Restaurant's listing page at its sole discretion.

6. Third Party Content and Links

- a. Some of the content available through the Services may include or link to materials that belong to third parties, such as third party reservation services or online food delivery/ordering. Please note that your use of such third party services will be governed by the terms of service and privacy policy applicable to the corresponding third party. We may obtain business addresses, phone numbers, and other contact information from third party vendors who obtain their data from public sources.
- b. We have no control over, and make no representation or endorsement regarding the accuracy, relevancy, copyright compliance, legality, completeness, timeliness or quality of any product, services, advertisements and other content appearing in or linked to from the Services. We do not screen or investigate third party material before or after including it on our Services.



EATOINDIA FOOD DELIVERY

Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatoindia.com

- c. We reserve the right, in our sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any portion of the content accessible on the Services. Where appropriate, we may in our sole discretion and without any obligation, verify any updates, modifications, or changes to any content accessible on the Services, but shall not be liable for any delay or inaccuracies related to such updates. You acknowledge and agree that EatoIndia is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.
- d. Third party content, including content posted by our Customers, does not reflect our views or that of our parent, subsidiary, affiliate companies, branches, employees, officers, directors, or shareholders. In addition, none of the content available through the Services is endorsed or certified by the providers or licensors of such third party content. We assume no responsibility or liability for any of Your Content or any third party content.
- e. You further acknowledge and agree that EatoIndia is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources. Without limiting the generality of the foregoing, we expressly disclaim any liability for any offensive, defamatory, illegal, invasive, unfair, or infringing content provided by third parties.

7. Customer Reviews

- a. Customer reviews or ratings for Restaurants do not reflect the opinion of EatoIndia. EatoIndia receives multiple reviews or ratings for Restaurants by Customers, which reflect the opinions of the Customers. It is pertinent to state that each and every review posted on EatoIndia is the personal opinion of the Customer/reviewer only. EatoIndia is a neutral platform, which solely provides a means of communication between Customers/reviewers including Customers or restaurant owners/representatives with access to restaurant business page. The advertisements published on the EatoIndia Platform are independent of the reviews received by such advertisers.
- b. We are a neutral platform and we don't arbitrate disputes, however in case if someone writes a review that the restaurant does not consider to be true, the best option for the restaurant representative would be to contact the reviewer or post a public response in order to clear up any misunderstandings. If the Restaurant believes that any particular Customer's review violates any of the EatoIndia' policies, the restaurant may write to us at info@eatoindia.com and bring such violation to our attention. EatoIndia may remove the review in its sole discretion if review is in violation of the Terms, or content guidelines and policies or otherwise harmful to the Services.

IX. Content guidelines and privacy policy

1. Content Guidelines

You represent that you have read, understood and agreed to our [Guidelines and Polices](#) related to Content.



EATOINDIA FOOD DELIVERY

Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatoindia.com

2. Privacy Policy

You represent that you have read understood and agreed to our [Privacy Policy](#). Please note that we may disclose information about you to third parties or government authorities if we believe that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms and Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process/notice served on us; or (iv) protect our rights, reputation, and property, or that of our Customers, affiliates, or the general public.

X. Restrictions on use

1. Without limiting the generality of these Terms, in using the Services, you specifically agree not to post or transmit any content (including review) or engage in any activity that, in our sole discretion:

- a. Violate our Guidelines and Policies;
- b. Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, discriminatory, vulgar, profane, obscene, libellous, hateful or otherwise objectionable, invasive of another's privacy, relating or encouraging money laundering or gambling;
- c. Constitutes an inauthentic or knowingly erroneous review, or does not address the goods and services, atmosphere, or other attributes of the business you are reviewing.
- d. Contains material that violates the standards of good taste or the standards of the Services;
- e. Violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;
- f. Accuses others of illegal activity, or describes physical confrontations;
- g. Alleges any matter related to health code violations requiring healthcare department reporting. Refer to our Guidelines and Policies for more details about health code violations.
- h. Is illegal, or violates any federal, state, or local law or regulation (for example, by disclosing or trading on inside information in violation of securities law);
- i. Attempts to impersonate another person or entity;
- j. Disguises or attempts to disguise the origin of Your Content, including but not limited to by: (i) submitting Your Content under a false name or false pretences; or (ii) disguising or attempting to disguise the IP address from which Your Content is submitted;
- k. Constitutes a form of deceptive advertisement or causes, or is a result of, a conflict of interest;
- l. Is commercial in nature, including but not limited to spam, surveys, contests, pyramid schemes, postings or reviews submitted or removed in exchange for payment, postings or reviews submitted or removed by or at the request of the business being reviewed, or other advertising materials;



**EATOINDIA
FOOD DELIVERY**

**Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatoindia.com**

- m. Asserts or implies that Your Content is in any way sponsored or endorsed by us;
- n. Contains material that is not in English or, in the case of products or services provided in foreign languages, the language relevant to such products or services;
- o. Falsely states, misrepresents, or conceals your affiliation with another person or entity;
- p. Accesses or uses the account of another Customer without permission;
- q. Distributes computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment;
- r. Interferes with, disrupts, or destroys the functionality or use of any features of the Services or the servers or networks connected to the Services;
- s. "Hacks" or accesses without permission our proprietary or confidential records, records of another Customer, or those of anyone else;
- t. Violates any contract or fiduciary relationship (for example, by disclosing proprietary or confidential information of your employer or client in breach of any employment, consulting, or non-disclosure agreement);
- u. Decompiles, reverse engineers, disassembles or otherwise attempts to derive source code from the Services;
- v. Removes, circumvents, disables, damages or otherwise interferes with security-related features, or features that enforce limitations on use of, the Services;
- w. Violates the restrictions in any robot exclusion headers on the Services, if any, or bypasses or circumvents other measures employed to prevent or limit access to the Services;
- x. Collects, accesses, or stores personal information about other Customers of the Services;
- y. Is posted by a bot;
- z. Harms minors in any way;
- aa. Threatens the unity, integrity, defense, security or sovereignty of India or of the country of use, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
- bb. Modifies, copies, scrapes or crawls, displays, publishes, licenses, sells, rents, leases, lends, transfers or otherwise commercialize any rights to the Services or Our Content; or
- cc. Attempts to do any of the foregoing.

2. You acknowledge that EatoIndia has no obligation to monitor your – or anyone else's – access to or use of the Services for violations of the Terms, or to review or edit any content. However, we have the right to do so for the purpose of operating and improving the Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with the Terms and to comply with



EATOINDIA FOOD DELIVERY

Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatoindia.com

applicable law or the order or requirement of legal process, a court, consent decree, administrative agency or other governmental body

3. You hereby agree and assure EatoIndia that the EatoIndia Platform/Services shall be used for lawful purposes only and that you will not violate laws, regulations, ordinances or other such requirements of any applicable Central, Federal State or local government or international law(s). You shall not upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam mail, chain letters or any other form of solicitation, encumber or suffer to exist any lien or security interest on the subject matter of these Terms or to make any representation or warranty on behalf of EatoIndia in any form or manner whatsoever.

4. Any Content uploaded by you, shall be subject to relevant laws of India and of the country of use and may be disabled, or and may be subject to investigation under applicable laws. Further, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the EatoIndia Platform, EatoIndia shall have the right to immediately block your access and usage of the EatoIndia Platform and EatoIndia shall have the right to remove any non-compliant content and or comment forthwith, uploaded by you and shall further have the right to take appropriate recourse to such remedies as would be available to it under various statutes.

XI. Customer feedback

1. If you share or send any ideas, suggestions, changes or documents regarding EatoIndia's existing business ("Feedback"), you agree that (i) your Feedback does not contain the confidential, secretive or proprietary information of third parties, (ii) EatoIndia is under no obligation of confidentiality with respect to such Feedback, and shall be free to use the Feedback on an unrestricted basis (iii) EatoIndia may have already received similar Feedback from some other Customer or it may be under consideration or in development, and (iv) By providing the Feedback, you grant us a binding, non-exclusive, royalty-free, perpetual, global license to use, modify, develop, publish, distribute and sublicense the Feedback, and you irrevocably waive, against EatoIndia and its Customers any claims/assertions, whatsoever of any nature, with regard to such Feedback.
2. Please provide only specific Feedback on EatoIndia's existing products or marketing strategies; do not include any ideas that EatoIndia's policy will not permit it to accept or consider.
3. Notwithstanding the abovementioned clause, EatoIndia or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new or improved products or technologies, product enhancements, processes, materials, marketing plans or new product names. Please do not submit any unsolicited ideas, original creative artwork, suggestions or other works ("Submissions") in any form to EatoIndia or any of its employees.
4. The purpose of this policy is to avoid potential misunderstandings or disputes when EatoIndia's products or marketing strategies might seem similar to ideas submitted to EatoIndia. If, despite our request to not send us your ideas, you still submit them, then regardless of what your letter says, the following terms shall apply to your Submissions.



EATOINDIA FOOD DELIVERY

Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatoindia.com

5. Terms of Idea Submission

You agree that: (1) your Submissions and their Contents will automatically become the property of EatoIndia, without any compensation to you; (2) EatoIndia may use or redistribute the Submissions and their contents for any purpose and in any way; (3) there is no obligation for EatoIndia to review the Submission; and (4) there is no obligation to keep any Submissions confidential.

XII. Advertising

1. Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information. The manner, mode and extent of advertising by EatoIndia on the Services are subject to change without specific notice to you. In consideration for EatoIndia granting you access to and use of the Services, you agree that EatoIndia may place such advertising on the Services.
2. Part of the site may contain advertising information or promotional material or other material submitted to EatoIndia by third parties or Customers. Responsibility for ensuring that material submitted for inclusion on the EatoIndia Platform or mobile apps complies with applicable international and national law is exclusively on the party providing the information/material. Your correspondence or business dealings with, or participation in promotions of, advertisers other than EatoIndia found on or through the EatoIndia Platform and or mobile apps, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, shall be solely between you and such advertiser. EatoIndia will not be responsible or liable for any error or omission, inaccuracy in advertising material or any loss or damage of any sort incurred as a result of any such dealings or as a result of the presence of such other advertiser(s) on the EatoIndia Platform and mobile application.
3. For any information related to a charitable campaign ("Charitable Campaign") sent to Customers and/or displayed on the EatoIndia Platform where Customers have an option to donate money by way of (a) payment on a third party website; or (b) depositing funds to a third party bank account, EatoIndia is not involved in any manner in the collection or utilization of funds collected pursuant to the Charitable Campaign. EatoIndia does not accept any responsibility or liability for the accuracy, completeness, legality or reliability of any information related to the Charitable Campaign. Information related to the Charitable Campaign is displayed for informational purposes only and Customers are advised to do an independent verification before taking any action in this regard.

XIII. Additional Terms and Conditions for Customers using the various services offered by EatoIndia:

1. ONLINE ORDERING:

- a. EatoIndia provides online ordering services by entering into contractual arrangements with restaurant partners ("**Restaurant Partners**") and Stores (as defined below) on a principal-to-principal basis for the



EATOINDIA FOOD DELIVERY

Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatindia.com

purpose of listing their menu items or the Products (as defined below) for online ordering by the Customers on the EatIndia Platform.

- b. The Customers can access the menu items or Products listed on the EatIndia Platform and place online orders against the Restaurant Partner(s)/Store(s) through EatIndia.
- c. Your request to order food and beverages or Products from a Restaurant Partner or a Store page on the EatIndia Platform shall constitute an unconditional and irrevocable authorization issued in favour of EatIndia to place online orders for food and beverages or Products against the Restaurant Partner(s)/Store(s) on your behalf.
- d. Delivery of an order placed by you through the EatIndia Platform may either be undertaken directly by the Restaurant Partner or the Store against whom you have placed an order, or facilitated by EatIndia through third-party who may be available to provide delivery services to you ("**Delivery Partners**"). In both these cases, EatIndia is merely acting as an intermediary between you and the Delivery Partners, or you and the Restaurant Partner or the Store, as the case may be.
- e. The acceptance by a Delivery Partner of undertaking delivery of your order shall constitute a contract of service under the Consumer Protection Act, 2019 or any successor legislations, between you and the Delivery Partner, to which EatIndia is not a party under any applicable law. It is clarified that EatIndia does not provide any delivery or logistics services and only enables the delivery of food and beverages or Products ordered by the Customers through the EatIndia Platform by connecting the Customers with the Delivery Partners or the Restaurant Partners or the Store, as the case may be.
- f. Where EatIndia is facilitating delivery of an order placed by you, EatIndia shall not be liable for any acts or omissions on part of the Delivery Partner including deficiency in service, wrong delivery of order, time taken to deliver the order, order package tampering, etc.
- g. You may be charged a delivery fee for delivery of your order by the Delivery Partner, as the Delivery Partner may determine ("**Delivery Charges**"). You agree that EatIndia is authorized to collect, on behalf of the Delivery Partner, the Delivery Charges for the delivery service provided by the Delivery Partner, as the case may be. The Delivery Charges may vary from order to order, which may be determined on multiple factors which shall include but not be limited to Restaurant Partner / Store, order value, distance, time of the day. EatIndia 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.
- h. 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 on the basis of 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 ("**Delivery Surge**"). You agree that EatIndia 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, which may be determined on multiple factors which shall include but not be limited to Restaurant Partner / Store, order value, distance, demand during peak hours. EatIndia will use reasonable



EATOINDIA FOOD DELIVERY

Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatoindia.com

efforts to inform you of the Delivery Surge that may apply to you, provided you will be responsible for Delivery Surge incurred for your order regardless of your awareness of such Delivery Surge.

A. Online Ordering with Restaurant Partners:

- a. All prices listed on the EatoIndia Platform are provided by the Restaurant Partner at the time of publication on the EatoIndia Platform and have been placed as received from the Restaurant Partner. While we take great care to keep them up to date, the final price charged to you by the Restaurant Partner may change at the time of delivery. In the event of a conflict between price on the EatoIndia Platform and price charged by the Restaurant Partner, the price charged by the Restaurant Partner shall be deemed to be the correct price except Delivery Charge of EatoIndia.
- b. **Pickup/Takeaway:** When You opt for a Pickup/Takeaway (as defined below) You agree to be solely liable to ensure compliance with the conditions governing the Takeaway at the time of placing the Order, and EatoIndia shall not be liable in any manner in this regard. For the purpose of clarity, Pickup (in India)/Takeaway (in all other jurisdictions) would mean where a Restaurant Partner has agreed to provide an option to the Customers to collect the Order themselves from the Restaurant Partner on which such an Order is placed. EatoIndia accepts no liability associated with food preparation by the Restaurant Partner accepting the Order, and all food preparation and hand over through Takeaway are the sole responsibility of the Restaurant Partner accepting the Order. The Pickup/Takeaway times for collection are provided by the Restaurant Partner and are only estimates.

B. General Terms and Conditions:

- a. EatoIndia is not a manufacturer, seller or distributor of food and beverages or Products and merely places an order against the Restaurant Partner(s)/Store(s) on behalf of the Customers pursuant to the unconditional and irrevocable authority granted by the Customers to EatoIndia, and facilitates the sale and purchase of food and beverages or Products between Customers and Restaurant Partners/Store(s), under the contract for sale and purchase of food and beverages or Products between the Customers and Restaurant Partners/Store(s). EatoIndia shall not be liable for any acts or omissions on part of the Restaurant Partner/Store(s) including deficiency in service, wrong delivery of order / order mismatch, quality, incorrect pricing, deficient quantity, time taken to prepare or deliver the order, etc.
- b. EatoIndia shall not be liable for any acts or omissions on part of the Restaurant Partner/Store(s) including deficiency in service, wrong delivery of order / order mismatch, quality, incorrect pricing, deficient quantity, time taken to prepare or deliver the order, etc.
- c. The Restaurant Partner(s)/Store(s) shall be solely responsible for any warranty/guarantee of the food and beverages or Products sold to the Customer and in no event shall be the responsibility of EatoIndia.
- d. For the Customers in India, it is hereby clarified by EatoIndia that the liability of any violation of the applicable rules and regulations made thereunder shall solely rest with the sellers/brand owners, vendors, Restaurant Partner(s)/Store(s), importers or manufacturers of the food products, Products or any Pre Packed Goods accordingly. For the purpose of clarity Pre-Packed Goods shall mean the food and beverages items which is placed in a package of any nature, in such a manner that the contents cannot be changed without tampering it and which is ready for sale to the customer or as may be defined under the Food Safety and Standards Act, 2006 from time to time.



EATOINDIA FOOD DELIVERY

Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatindia.com

-
- e. Please note that some of the food and beverages or Products may be suitable for certain ages only. You should check the dish you are ordering and read its description, if provided, prior to placing your order. EatIndia shall not be liable in the event the food and beverages or the Product ordered by You does not meet your dietary or any other requirements and/or restrictions.
 - f. While placing an order you shall be required to provide certain details, including without limitation, contact number and delivery address. You agree to take particular care when providing these details and warrant that these details are accurate and complete at the time of placing an Order. By providing these details, you express your acceptance to EatIndia's terms and privacy policies.
 - g. You or any person instructed by you shall not resell food and beverages or Products purchased via the EatIndia Platform.
 - h. The total price for food ordered, including the Delivery Charges and other charges, will be displayed on the EatIndia Platform when you place your order, which may be rounded up to the nearest amount. Customers shall make full payment towards such food or Products ordered via the EatIndia Platform.
 - i. Any amount that may be charged to you by EatIndia over and above the order value, shall be inclusive of applicable taxes.
 - j. Delivery periods/Takeaway time quoted at the time of ordering are approximate only and may vary.
 - k. Personal Promo code can only be used by You subject to such terms and conditions set forth by EatIndia from time to time.

C. Cancellation and refund policy:

- i. You acknowledge that (1) your cancellation, or attempted or purported cancellation of an Order, or (2) cancellation due to reasons not attributable to EatIndia, that is, in the event you provide incorrect particulars, contact number, delivery address etc., or that you were unresponsive, not reachable or unavailable for fulfillment of the services offered to you, shall amount to breach of your unconditional and irrevocable authorization in favour of EatIndia to place that Order against the Restaurant Partners/Store(s) on your behalf ("**Authorization Breach**"). In the event you commit an Authorization Breach, you shall be liable to pay the liquidated damages of an amount equivalent to the Order Value. You hereby authorize EatIndia to deduct or collect the amount payable as liquidated damages through such means as EatIndia may determine in its discretion, including without limitation, by deducting such amount from any payment made towards your next Order.
- ii. There may be cases where EatIndia is either unable to accept your order or cancels the order, due to reasons including without limitation, technical errors, unavailability of the item(s) ordered, or any other reason attributable to EatIndia, Restaurant Partner/Store or Delivery Partner. In such cases, EatIndia shall not charge a cancellation charge from you. If the order is cancelled after payment has been charged and you are eligible for a refund of the Order Value or any part thereof, the said amount will be reversed to you.
- iii. No replacement / refund / or any other resolution will be provided without Restaurant Partner's/Store(s)' permission.
- iv. Any complaint, with respect to the Order which shall include instances but not be limited to food spillage, foreign objects in food, delivery of the wrong order or food and beverages or Products, poor quality, You will be required to share the proof of the same before any resolution can be provided.



EATOINDIA FOOD DELIVERY

Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatindia.com

- v. You shall not be entitled to a refund in case instructions placed along with the Order are not followed in the form and manner You had intended. Instructions are followed by the Restaurant Partner /Store on a best-efforts basis.
- vi. All refunds shall be processed in the same manner as they are received, unless refunds have been provided to You in the form of credits, refund amount will reflect in your account based on respective banks policies.

2. BOOK SERVICE/TABLE RESERVATIONS:

1. The Customer can make a request for booking a table at a restaurant, offering table reservation via the EatIndia Platform and related mobile or software application and such booking will be confirmed to a Customer by email, short message service ("SMS") and/or by any other means of communication only after the restaurant accepts and confirms the booking. The availability of a booking is determined at the time a Customer requests for a table reservation. While using the EatIndia Table Book Service, you shall be required to provide certain details, You agree to provide correct details and warrant that these details are accurate and complete. By submitting a booking request, you express your acceptance to EatIndia's terms and privacy policies and agree to receive booking confirmations by email SMS and/or by any other means of communication after booking a table through the EatIndia Table Book Service. Customer further agrees not to make more than one reservation for Customer's personal use for the same mealtime.
2. **Fees:** EatIndia may charge booking fee ("Table Booking Fee") from the Customer upon availing the EatIndia Book Service. This Booking Fee shall be adjusted by the restaurant against the total bill for the items consumed by the Customer at such restaurant. Any balance amount remaining to be paid after deduction of the Booking Fee from the restaurant bill shall be payable by the Customer. The Customer shall also be liable to pay any additional charges and/or applicable taxes that may be applicable to the transaction. In the event of any change in the amount of the Booking Fee after the payment is made by the Customer, the amount of the Booking Fee already paid by the Customer will be applicable. The Customer may be required to furnish the payment instrument at the restaurant from which payment has been made for identification purposes.
3. **Modifications & Cancellations:** Any request for modification of the confirmed booking will be subject to acceptance of the same by the restaurant. EatIndia will use its best endeavours to keep the Customer informed of the status of the booking. For bookings where Booking Fee is not applicable, the Customer may cancel such booking thirty (30) minutes in advance from the scheduled booking time. A confirmed booking for which Booking Fee has been charged from a Customer, modification option will not be available, however the Customer is required to cancel the confirmed booking twenty-four (24) hours prior to the scheduled booking time to avail the refund. Unless otherwise provided herein these



EATOINDIA FOOD DELIVERY

Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatindia.com

Terms, EatIndia shall refund the Booking Fee to the Customer within seven (7) working days from the date of such cancellation. However, EatIndia reserves the right to retain the Booking Fee in the event the Customers fails to cancel the booking within the estimated timeframe mentioned herein above.

4. **Late Arrivals:** EatIndia advises the Customer to arrive 10 minutes in advance of the scheduled booking time. The restaurant reserves the right to cancel your booking and allocate the table to other guests in case of late arrivals and EatIndia shall in no manner be liable for such cancellation initiated by the Restaurant. EatIndia hereby reserves its right to retain the Booking Fee paid by the Customers, in the event the Customer is late by more than 10 minutes from the scheduled booking time and/or fails to show up at the restaurant.
5. **Dispute:** In the event the restaurant fails to honour the confirmed booking or in case of any other complaint or dispute raised by the Customer in relation to the booking, the Customer shall raise such disputes with EatIndia within 30 minutes from the scheduled booking time at the helpline numbers as provided herein below. Upon receipt of such complaint or dispute, EatIndia will make reasonable efforts to verify the facts of such complaint/ dispute with the restaurant and may at its sole discretion initiate the refund of the Booking Fee to such Customer.
6. **Personal Information:** Customers will be required to share certain personal information with EatIndia and/or the restaurant including but not limited to their name, phone number, email address in order to avail the EatIndia Table Book Service and the Customer hereby permits EatIndia to share such personal information with the restaurant for confirming such Customer's booking and/or such other communication relating to but not limited to the EatIndia Book Service or any promotions by the restaurant. EatIndia will use these details in accordance with the Privacy Policy published [here](#). EatIndia will share your personal information with the restaurant for the purpose of your reservation. However, notwithstanding anything otherwise set out herein, EatIndia shall in no manner be liable for any use of your personal information by such restaurant for any purpose whatsoever.
7. **Additional Request:** In the case of any additional request communicated by the Customer at the time of the booking, the same will be conveyed to the restaurant by EatIndia and confirmed to the Customer basis restaurant's response. While EatIndia will take all the care to ensure timely communication of these requests to both the Customer and the restaurant, the liability to fulfill the request lies solely with the restaurant and EatIndia shall in no manner be liable if the restaurant does not honor any of the confirmed additional requests of the Customers.
8. **Call Recording:** EatIndia may contact via telephone, SMS or other electronic messaging or by email with information about your EatIndia Book Service or any feedback thereon. Any calls that may be made by EatIndia, by itself or through a third party, to the Customers or the restaurant pertaining to any booking requests of a Customer may be recorded for internal training and quality purposes by EatIndia or any third party appointed by EatIndia.



EATOINDIA FOOD DELIVERY

Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatoindia.com

9. **Liability Limitation:** Notwithstanding anything otherwise set out herein, EatoIndia shall in no manner be liable in any way for any in-person interactions with the restaurant as a result of the booking or for the Customer's experience at the restaurant or in the event a restaurant does not honor a confirmed booking. EatoIndia is only a platform connecting Customers to the restaurant and shall not be liable for any acts or omissions on part of the restaurant including deficiency in service, quality of food, time taken to serve or any other experience of the Customer.
10. **Contact Us:** You may write to us at info@eatoindia.com for any further queries with regard to the EatoIndia Table Book Service and may also contact us on the following number for more information: +91 8372049647

XIII. Termination of your access to the services:

1. You can delete your account at any time by contacting us via the "Contact Us" link at the bottom of every page.
2. We may terminate your use of the Services and deny you access to the Services in our sole discretion for any reason or no reason, including your: (i) violation of these Terms; or (ii) lack of use of the Services. You agree that any termination of your access to the Services may be affected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and/or bar any further access to your account or the Services. If you use the Services in violation of these Terms, we may, in our sole discretion, retain all data collected from your use of the Services. Further, you agree that we shall not be liable to you or any third party for the discontinuation or termination of your access to the Services

XVI. General terms

1. Interpretation:

The section and subject headings in these Terms are included for reference only and shall not be used to interpret any provisions of these Terms.

2. Entire Agreement and Waiver:

The Terms, together with the 'Privacy Policy' and 'Guidelines and Policies', shall constitute the entire agreement between you and us concerning the Services. No failure or delay by us in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of that right or the exercise of any other right, power or privilege.



EATOINDIA FOOD DELIVERY

Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatoindia.com

3. Severability:

If any provision of these Terms is deemed unlawful, invalid, or unenforceable by a judicial court for any reason, then that provision shall be deemed severed from these Terms, and the remainder of the Terms shall continue in full force and effect.

4. Partnership or Agency:

None of the provisions of these Terms shall be deemed to constitute a partnership or agency between you and EatoIndia and you shall have no authority to bind EatoIndia in any form or manner, whatsoever.

XVII. Notice of copyright infringement

EatoIndia shall not be liable for any infringement of copyright arising out of materials posted on or transmitted through the EatoIndia Platform, or items advertised on the EatoIndia Platform, by end users or any other third parties. We respect the intellectual property rights of others and require those that use the Services to do the same. We may, in appropriate circumstances and at our discretion, remove or disable access to material on the Services that infringes upon the copyright rights of others. We also may, in our discretion, remove or disable links or references to an online location that contains infringing material or infringing activity. In the event that any Customers of the Services repeatedly infringe on others' copyrights, we may in our sole discretion terminate those individuals' rights to use the Services. If you believe that your copyright has been or is being infringed upon by material found in the Services, you are required to follow the below procedure to file a notification:

- Identify in writing the copyrighted material that you claim has been infringed upon;
- Identify in writing the material on the Services that you allege is infringing upon copyrighted material, and provide sufficient information that reasonably identifies the location of the alleged infringing material (for example, the user name of the alleged infringer and the business listing it is posted under);
- Include the following statement: "I have a good faith belief that the use of the content on the Services as described above is not authorized by the copyright owner, its agent, or law";
- Include the following statement: "I swear under penalty of perjury that the information in my notice is accurate and I am the copyright owner or I am authorized to act on the copyright owner's behalf";
- Provide your contact information including your address, telephone number, and e-mail address (if available);
- Provide your physical or electronic signature;
- Send us a written communication to info@eatoindia.com

You may be subject to liability if you knowingly make any misrepresentations on a take-down notice.



**EATOINDIA
FOOD DELIVERY**

**Dhamtore, Debra,
Paschim Medinipur-721126
Mob. No.: (+91) 8372049647
Email: info@eatoindia.com**

XVIII. Contact Us:

- **Legal Entity Name:** EATOINDIA FOOD DELIVERY
- **Email:** info@eatoindia.com
- **Registered Address:** EATOINDIA FOOD DELIVERY, Village+Post: Dhamtore, Police Station: Debra, District: Paschim Medinipur, State: West Bengal, PIN-721126
- **Details of website:** www.eatoindia.com
- **Details of Mobile Application:** "EatoIndia - Online Food Delivery" application for mobile and handheld devices

***Please note: EatoIndia does not solicit confidential information such as OTP/CVV/PIN NUMBER/Card number either through call or mail or any other means. Please do not reveal these details to fraudsters and imposters claiming to be calling on EatoIndia's behalf. You may report such suspicious activities to info@eatoindia.com.**