

Thank you for choosing pepmenu for your restaurant.

1. AGREEMENT

These Terms of Use (the "Agreement") constitute a legally binding agreement by and between pepmenu (collectively, "pepmenu", "us," "we," or "our") and you or your company (in either case, "You" or "Your") concerning Your use of pepmenu's mobile application (the "Mobile application") and the services available through the Mobile application (the "Services"). By using the Mobile application, You represent and warrant that You have read and understood, and agree to be bound by, the Agreement and pepmenu's Privacy Policy (the "Privacy Policy"). pepmenu hereby declares that pepmenu will be appointing agents on different geographical territories and business operations may be performed or executed through such agents. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND BY IT OR THE PRIVACY POLICY, YOU MUST IMMEDIATELY LEAVE THE MOBILE APPLICATION AND CEASE USING THE SERVICES.

2. PRIVACY POLICY

By using the Mobile application, You consent to the collection and use of certain information about You, as specified in the Privacy Policy. pepmenu encourages users of the Mobile application to frequently check pepmenu's Privacy Policy For changes.

3. TERMS OF AGREEMENT AND PRIVACY POLICY MAY CHANGE

INTERNET AND THE APPLICABLE LAWS, RULES, AND REGULATIONS CHANGE FREQUENTLY. ACCORDINGLY, pepmenu RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AND ITS PRIVACY POLICY AT ANY TIME WITHOUT NOTICE TO YOU, TO BE GIVEN BY THE POSTING OF A NEW VERSION OR A CHANGE NOTICE ON THE MOBILE APPLICATION. IT IS YOUR RESPONSIBILITY TO REVIEW THIS AGREEMENT AND THE PRIVACY POLICY PERIODICALLY. IF AT ANY TIME YOU FIND EITHER UNACCEPTABLE, YOU MUST IMMEDIATELY LEAVE THE MOBILE APPLICATION AND CEASE USING THE SERVICES.

4. ELIGIBILITY

BY USING THE MOBILE APPLICATION OR SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 15 YEARS OLD AND YOUR USE OF THE MOBILE APPLICATION OR SERVICES DOES NOT VIOLATE ANY APPLICABLE LAW OR REGULATION OF YOUR COUNTRY. Any individual using the Mobile application or Services on behalf of a company further represents and warrants that they are authorized to act and enter into contracts on behalf of that company. This Agreement is void where prohibited.

5. LICENSE

Subject to Your compliance with the terms and conditions of this Agreement, pepmenu grants You a non-exclusive, non-sub licensable, revocable as stated in this Agreement, non-transferable license to use the Mobile application and Services. Except as expressly set forth herein, this Agreement grants You no rights in or to the intellectual property of

pepmenu or any other party. The license granted in this section is conditioned on Your compliance with the terms and conditions of this Agreement. In the event that You breach any provision of this Agreement, Your rights under this section will immediately terminate.

6. USER INFORMATION/PASSWORD PROTECTION

In connection with Your use of certain Services, You may be required to complete a registration form. You represent and warrant that all information You provide on any registration form or otherwise in connection with Your use of the Mobile application and Services will be complete and accurate, and that You will update that information as necessary to maintain its completeness and accuracy by emailing us at contact@pepmenu.com. For additional information, see the section concerning User Ability to Access, Update, And Correct Personal Information in pepmenu's Privacy Policy.

You may also be asked to provide, or may be given, a username and password in connection with certain of the Services. You are entirely responsible for maintaining the confidentiality of Your password. You may not use the account, username, or password of someone else at any time. You agree to notify pepmenu immediately of any unauthorized use of Your account, username, or password. pepmenu shall not be liable for any loss that You incur as a result of someone else using Your password, either with or without Your knowledge. You may be held liable for any losses incurred by pepmenu, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of Your account or password.

7. THIRD-PARTY MOBILE APPLICATIONS

The Mobile application may be linked with the mobile applications of a number of third parties ("Third-Party Mobile applications"), some of whom may have established relationships with pepmenu and some of whom may not. pepmenu does not have control over the content and performance of Third-Party Mobile applications. pepmenu HAS NOT REVIEWED, AND CANNOT REVIEW OR CONTROL, ALL OF THE MATERIAL, INCLUDING COMPUTER SOFTWARE OR OTHER GOODS OR SERVICES, MADE AVAILABLE ON OR THROUGH THIRD-PARTY MOBILE APPLICATIONS. ACCORDINGLY, pepmenu DOES NOT REPRESENT, WARRANT OR ENDORSE ANY THIRD-PARTY MOBILE APPLICATION, OR THE ACCURACY, CURRENCY, CONTENT, FITNESS, LAWFULNESS OR QUALITY OF THE INFORMATION MATERIAL, and GOODS OR SERVICES AVAILABLE THROUGH THIRD-PARTY MOBILE APPLICATIONS. pepmenu DISCLAIMS, AND YOU AGREE TO ASSUME, ALL RESPONSIBILITY AND LIABILITY FOR ANY DAMAGES OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM YOUR USE OF THIRD-PARTY MOBILE APPLICATIONS. YOU AGREE THAT, WHEN LINKING TO OR OTHERWISE ACCESSING OR USING A THIRD-PARTY MOBILE APPLICATION, YOU ARE RESPONSIBLE FOR: (I) TAKING PRECAUTIONS AS NECESSARY TO PROTECT YOU AND YOUR COMPUTER SYSTEMS FROM VIRUSES, WORMS, TROJAN HORSES, MALICIOUS CODE AND OTHER HARMFUL OR DESTRUCTIVE CONTENT; (II) ANY DOWNLOADING, USE OR PURCHASE OF MATERIAL THAT IS OBSCENE, INDECENT, OFFENSIVE, OR OTHERWISE OBJECTIONABLE OR UNLAWFUL, OR THAT CONTAINS TECHNICAL

INACCURACIES, TYPOGRAPHICAL MISTAKES AND OTHER ERRORS; (III) ANY DOWNLOADING, USE OR PURCHASE OF MATERIAL THAT VIOLATES THE PRIVACY OR PUBLICITY RIGHTS, OR INFRINGES THE INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS OF THIRD PARTIES, OR THAT IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS, STATED OR UNSTATED; (IV) ALL FINANCIAL CHARGES OR OTHER LIABILITIES TO THIRD PARTIES RESULTING FROM TRANSACTIONS OR OTHER ACTIVITIES; AND (V) READING AND UNDERSTANDING ANY TERMS OF USE OR PRIVACY POLICIES THAT APPLY TO THOSE THIRD-PARTY MOBILE APPLICATIONS.

8. CONSENT TO RECEIVE EMAIL

By establishing an account with pepmenu, You thereby consent to receive periodic email communications from pepmenu regarding the Services and other matters.

9. FEES & REFUND POLICY

You acknowledge that pepmenu reserves the right to charge for the Services and to change its fees from time to time in pepmenu's sole discretion. If pepmenu terminates Your Membership in accordance with this Agreement, You shall not be entitled to the refund of any unused portion of subscription fees. pepmenu will not, except when required by law, issue cash refunds for early contract cancellation. If you have a question about charges made to your account, please contact us. If the charges were made in error, we will credit your account or credit card account for the appropriate amount.

10. ONLINE FORUMS

"Online Forum" is any area, site or feature offered as part of the Mobile application that enables You (a) to submit, post, display and/or view User Content (as defined in Section 11, below), and/or (b) to communicate, share, or exchange User Content with other Mobile application members or visitors, including without limitation, discussion forums, message boards, and chat rooms. You understand and acknowledge that anything You submit or post by way of any Online Forum may be viewed on the Internet by the general public and that, therefore, You have no expectation of privacy with regard to any such submission or posting. You are, and shall remain, solely responsible for the User Content submitted and/or posted under your username, or otherwise by You, in any Online Forum and for the consequences of submitting and posting same. You understand and acknowledge that the use of User Content posted on any Online Forum is at Your own risk. pepmenu is not responsible for, and pepmenu does not endorse, the opinions, advice or recommendations posted or sent by users in any Online Forum, and pepmenu specifically disclaims any and all liability in connection therewith. Your ability to access and view User Content with an Online Forum and/or to submit and post User Content within an Online Forum may be subject to certain age restrictions, and other restrictions, that pepmenu may revise at its sole discretion, at any time, for any reason or no reason at all. Such restrictions will be posted with the Online Forum, as applicable.

11. USER CONTENT

“User Content” is any publicly available messages and any content, materials or information, not including private messages and Personal Information (as defined in pepmenu’s Privacy Policy), that You upload or post to, or transmit, display, perform or distribute by means of, the Mobile application, whether in connection with Your use of Services or otherwise. YOU HEREBY GRANT pepmenu AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, REPRESENTATIVES, SUBLICENSEES, SUCCESSORS, ASSIGNS, AND CONTRACTORS (COLLECTIVELY, THE “pepmenu Parties”) A PERPETUAL, FULLY PAID-UP, WORLDWIDE, SUBLICENSABLE, IRREVOCABLE, ASSIGNABLE LICENSE TO COPY, DISTRIBUTE, TRANSMIT, PUBLICLY DISPLAY OR PERFORM, EDIT, TRANSLATE, REFORMAT AND OTHERWISE USE USER CONTENT IN CONNECTION WITH THE OPERATION OF THE MOBILE APPLICATION, SERVICES OR ANY OTHER SIMILAR OR RELATED BUSINESS, IN ANY MEDIUM NOW EXISTING OR LATER DEvised, INCLUDING WITHOUT LIMITATION IN ADVERTISING AND PUBLICITY. YOU AGREE TO WAIVE, AND HEREBY WAIVE, ANY CLAIMS ARISING FROM OR RELATING TO THE EXERCISE BY THE pepmenu PARTIES OF THE RIGHTS GRANTED UNDER THIS SECTION, INCLUDING WITHOUT LIMITATION ANY CLAIMS RELATING TO YOUR RIGHTS OF PERSONAL PRIVACY AND PUBLICITY. YOU WILL NOT BE COMPENSATED FOR ANY EXERCISE OF THE LICENSE GRANTED UNDER THIS SECTION. You hereby represent and warrant that You own all rights, title and interest in and to User Content or are otherwise authorized to grant the rights provided the pepmenu Parties under this section.

12. OBJECTIONABLE DATA OR INFORMATION

You represent and warrant that you shall not use the Mobile application or Services to upload, post, transmit, display, perform, distribute or hyperlink to any content, information or materials that: (a) are libelous, defamatory, abusive, or threatening, excessively violent, harassing, obscene, lewd, lascivious, filthy, pornographic, may constitute a false accusation of criminal activity, may constitute child pornography, may solicit personal information from or exploit in a sexual or violent manner anyone under the age of 18, or are otherwise objectionable; (b) advocate or encourage conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; (c) advertise or otherwise solicit funds or constitute a solicitation for goods or services; or (d) violate any provision of this Agreement or any other pepmenu agreement or policy, (collectively, “Objectionable Content”). pepmenu may monitor the Mobile application for Objectionable Content. Without limiting any of its other remedies, pepmenu reserves the right to terminate Your use of the Mobile application and Services or Your uploading, posting, transmission, display, performance or distribution of Objectionable Content. pepmenu, in its sole discretion, may delete any Objectionable Content from its servers. pepmenu intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of this Agreement or of any applicable laws.

13. PROHIBITION

pepmenu imposes certain restrictions on Your use of the Mobile application and the Services. You represent and warrant that you will not: (a) violate or attempt to violate any security features of the Mobile application or Services; (b) access content or data not

intended for You, or log onto a server or account that You are not authorized to access; (c) attempt to probe, scan, or test the vulnerability of the Services, the Mobile application, or any associated system or network, or breach security or authentication measures without proper authorization; (d) interfere or attempt to interfere with the use of the Mobile application or Services by any other user, host or network, including, without limitation by means of submitting a virus, overloading, "flooding," "spamming," "mail bombing," or "crashing"; (e) use the Mobile application or Services to send unsolicited e-mail, including without limitation promotions or advertisements for products or services; (f) forge any TCP/IP packet header or any part of the header information in any e-mail or in any uploading or posting to, or transmission, display, performance or distribution by means of, the Mobile application or Services; or (g) attempt to modify, reverse-engineer, decompile, disassemble or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by the pepmenu Parties in providing the Mobile application or Services. Any violation of this section may subject You to civil and/or criminal liability.

14. INTELLECTUAL PROPERTY RIGHTS

(a) Compliance with Law

You represent and warrant that, when using the Mobile application and Services, You will obey the law and respect the intellectual property rights of others. Your use of the Mobile application and Services is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property generally. You agree not to upload, post, transmit, display, perform or distribute any content, information or other materials in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. pepmenu shall not be liable for any intellectual property violation committed by third parties including but not limited to the agents, restaurant owners/staffs. **YOU SHALL BE SOLELY RESPONSIBLE FOR ANY VIOLATIONS OF ANY LAWS AND FOR ANY INFRINGEMENTS OF THIRD-PARTY RIGHTS CAUSED BY YOUR USE OF THE MOBILE APPLICATION AND SERVICES. THE BURDEN OF PROVING THAT CONTENT, INFORMATION OR OTHER MATERIALS DO NOT VIOLATE ANY LAWS OR THIRD-PARTY RIGHTS RESTS SOLELY WITH YOU. ANY VIOLATION OR BREACH BY YOU WITH RESPECT TO INTELLECTUAL PROPERTY RIGHTS SHALL ATTRACT THE PROVISIONS OF CONCERNED APPLICABLE STATUTES PREVAILING IN THE COUNTRY WHEREIN SUCH VIOLATION OR BREACH HAS BEEN DETECTED OR NOTIFIED.**

(b) Trademarks

pepmenu, the pepmenu logo (the "pepmenu Marks") are trademarks or registered trademarks of us. Other trademarks, service marks, graphics, logos and domain names appearing on the Mobile application may be the trademarks of third parties. Neither Your use of the Mobile application and Services nor this Agreement grant You any right, title or interest in or to, or any license to reproduce or otherwise use, the pepmenu Marks or any third-party trademarks, service marks, graphics, logos or domain names. You agree that any goodwill in the pepmenu Marks generated as a result of Your use of the Mobile application and Services will inure to the benefit of pepmenu, and You agree to assign, and hereby do

assign, all such goodwill to pepmenu. You shall not at any time, nor shall You assist others to, challenge pepmenu's right, title, or interest in or to, or the validity of, the pepmenu Marks.

(c) Copyright

All Content and other materials available through the Mobile application and Services, including without limitation the pepmenu logo, design, text, graphics, and other files, and the selection, arrangement and organization thereof, are either owned by pepmenu or are the property of pepmenu's licensors and suppliers. Except as explicitly provided, neither Your use of the Mobile application and Services nor this Agreement grant You any right, title or interest in or to any such materials. Pepmenu shall not be liable or answerable for any images or pictures or photography or contents used by Agents or restaurants owners/staffs in the pepmenu application without the knowledge of pepmenu and for any copyright violations in connection with the same. Copyright © 2017 to the present, pepmenu. ALL RIGHTS RESERVED.

15. DISCLAIMERS

(a) NO WARRANTIES

pepmenu, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES. THE MOBILE APPLICATION AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, pepmenu, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE MOBILE APPLICATION, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. NEITHER pepmenu NOR ITS LICENSORS OR SUPPLIERS WARRANTS THAT THE MOBILE APPLICATION OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE MOBILE APPLICATION OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER pepmenu NOR ITS, LICENSORS OR SUPPLIERS HAS ANY LIABILITY WHATSOEVER FOR YOUR USE OF THE MOBILE APPLICATION OR SERVICES. UNDER NO CIRCUMSTANCES pepmenu SHALL BE LIABLE FOR ANY ADDITIONAL SERVICES OFFERED BY AGENCY, PRICING FOR FOOD PHOTOGRAPHY OR THEME SETTING BY AGENCY OR FOR ERRONEOUS DATA ENTERED OR PROVIDED BY AGENCY AND THEREBY ANY LOSS SUFFERED BY THE CUSTOMER.

(b) YOUR RESPONSIBILITY FOR DEFAMATORY COMMENTS

YOU AGREE AND UNDERSTAND THAT YOU MAY BE HELD LEGALLY RESPONSIBLE FOR DAMAGES SUFFERED BY OTHER pepmenu USERS OR THIRD PARTIES AS THE RESULT OF ANY REMARKS, INFORMATION, FEEDBACK OR OTHER CONTENT POSTED OR MADE AVAILABLE ON THE MOBILE APPLICATION THAT IS DEEMED DEFAMATORY OR OTHERWISE LEGALLY ACTIONABLE UNDER THE INFORMATION AND TECHNOLOGY ACT 2000 OR INDIAN PENAL CODE OR AS PER THE PREVAILING STATUTES OF THE COUNTRY WHEREIN SUCH DEFAMATORY COMMENTS HAVE BEEN ORIGINATED. pepmenu IS NOT LEGALLY RESPONSIBLE, NOR CAN IT BE HELD

LIABLE FOR DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION TO ANY DEFAMATORY OR OTHERWISE LEGALLY ACTIONABLE REMARKS, INFORMATION, FEEDBACK OR OTHER CONTENT POSTED OR MADE AVAILABLE ON THE MOBILE APPLICATION.

(c) YOU ARE RESPONSIBLE FOR DAMAGE

YOU AGREE THAT YOUR USE OF THE MOBILE APPLICATION AND SERVICES IS AT YOUR SOLE RISK. YOU WILL NOT HOLD pepmenu OR ITS LICENSORS AND SUPPLIERS, AS APPLICABLE, RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE MOBILE APPLICATION, INCLUDING WITHOUT LIMITATION ANY DAMAGE TO ANY OF YOUR COMPUTERS OR DATA. THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS.

(d) LIMITATION OF LIABILITY

THE LIABILITY OF pepmenu AND ITS LICENSORS AND SUPPLIERS IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL pepmenu OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA OR CONFIDENTIAL OR OTHER INFORMATION, LOSS OF PRIVACY, EMOTIONAL DISTRESS, FAILURE TO MEET ANY DUTY INCLUDING WITHOUT LIMITATION OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES OR OF ANY ADVICE OR NOTICE GIVEN TO pepmenu OR ITS LICENSORS AND SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE MOBILE APPLICATION OR SERVICES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. ADDITIONALLY, THE MAXIMUM LIABILITY OF pepmenu AND ITS LICENSORS AND SUPPLIERS TO YOU UNDER ALL CIRCUMSTANCES WILL NOT EXCEED THE LESSER OF (A) AGGREGATE PRICE YOU PAID TO pepmenu DURING THE YEAR PRECEDING THE INCIDENT OR INCIDENTS GIVING RISE TO SUCH LIABILITY. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN pepmenu AND YOU. THE MOBILE APPLICATION AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

(e) APPLICATION

THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS DO NOT IN ANY WAY LIMIT ANY OTHER DISCLAIMER OF WARRANTIES OR ANY OTHER LIMITATION OF LIABILITY IN ANY OTHER AGREEMENT BETWEEN YOU AND pepmenu OR BETWEEN YOU AND ANY OF pepmenu's LICENSORS AND SUPPLIERS. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS,

WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. pepmenu's LICENSORS AND SUPPLIERS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THESE DISCLAIMERS, WAIVERS AND LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE MOBILE APPLICATION OR OTHERWISE SHALL ALTER ANY OF THE DISCLAIMERS OR LIMITATIONS STATED IN THIS SECTION.

16. GENERAL REPRESENTATION AND WARRANTY

You represent and warrant that Your use of the Mobile application and Services will be in accordance with this Agreement and any other pepmenu policies, and with any applicable laws or regulations. It is also to be noted that.

17. INDEMNITY BY YOU

You agree to defend, indemnify and hold harmless pepmenu and its officers, directors, employees, agents, affiliates, representatives, sublicensees, successors, assigns, and contractors (collectively, the "pepmenu Parties") from and against any and all claims, actions, demands, causes of action and other proceedings (collectively, "Claims"), including but not limited to legal costs and fees, arising out of or relating to: (i) Your breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (ii) any allegation of defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; (iii) Your access to or use of the Mobile application or Services; (iv) Your provision to pepmenu or any of the pepmenu Parties of information or other data; or (v) the release of private data pursuant to a court order or subpoena/summons.

The pepmenu Parties will have the right, but not the obligation, to participate through counsel of their choice in any defense by You of any Claim as to which You are required to defend, indemnify or hold harmless the pepmenu Parties. You may not settle any Claim without the prior written consent of the concerned pepmenu Parties.

18. GOVERNING LAW, JURISDICTION AND VENUE

The Mobile application, Services, Privacy Policy and this Agreement, including without limitation this Agreement interpretation, shall be treated as though this Agreement were executed and performed in REPUBLIC OF INDIA and shall be governed by and construed in accordance with the laws of the REPUBLIC OF INDIA without regard to its conflict of law principles. ANY CAUSE OF ACTION BY YOU ARISING OUT OF OR RELATING TO THE MOBILE APPLICATION, SERVICES, PRIVACY POLICY OR THIS AGREEMENT MUST BE INSTITUTED WITHIN THREE (3) YEARS AFTER THE CAUSE OF ACTION AROSE OR BE FOREVER WAIVED AND BARRED. ALL ACTIONS SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN ABOVE. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party.

(a) Arbitration

You agree that any dispute, of any nature whatsoever, between You and pepmenu arising out of or relating to the Mobile application, Services, Privacy Policy or this Agreement, shall be decided by arbitration under the Arbitration and Conciliation Act, 1996. For the purpose of such arbitration, the arbitration board shall be presided over by three (3) arbitrators, of which the pepmenu shall appoint one (1) arbitrator and You shall appoint one (1) arbitrator. The two (2) arbitrators shall then jointly appoint a third arbitrator, who shall serve as chairman of the arbitration tribunal, unless You and pepmenu mutually agree to a sole arbitrator, who shall render an award in accordance with the substantive laws of Arbitration and Conciliation Act, 1996. The place of arbitration shall be Ernakulam and the language of arbitration shall be English. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure. The Parties shall submit to the arbitrator's award and the same shall be enforceable in any competent court of Law.

(b) Equitable Relief

This agreement to arbitrate will not preclude You or pepmenu from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this agreement to arbitrate will not preclude You or pepmenu from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary. THE PROPER VENUE FOR ANY ACTION PERMITTED UNDER THIS SUBSECTION REGARDING "EQUITABLE RELIEF" WILL BE THE COMPETENT COURTS AT ERNAKULAM, KERALA STATE INDIA.

19. TERMINATION

(a) Initiated by pepmenu

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, pepmenu RESERVES THE RIGHT TO, IN pepmenu's SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY USE OF THE MOBILE APPLICATION AND/OR SERVICES TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR ANY BREACH OR SUSPECTED BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION.

(b) Automatic Termination

This Agreement shall automatically terminate in the event that You breach any of this Agreement representations, warranties or covenants. Such termination shall be automatic, and shall not require any action by pepmenu.

(c) Termination affected by You

You may terminate this Agreement and Your rights hereunder at any time, for any or no reason at all, by providing ONE (1) month notice to pepmenu of Your intention to do so.

(d) Effect of Termination

Any termination of this Agreement automatically terminates all rights and licenses granted to You under this Agreement, including all rights to use the Mobile application and Services. Upon termination, pepmenu may, but has no obligation to, in pepmenu's sole discretion, delete from pepmenu's systems all User Content, Your Personal Information and any other files or information that You made available to pepmenu or that otherwise relate to Your use of the Mobile application or Services. Subsequent to termination, pepmenu reserves the right to exercise whatever means it deems necessary to prevent Your unauthorized use of the Mobile application and Services, including without limitation technological barriers such as IP mapping and direct contact with Your Internet Service Provider.

(e) Legal Initiative

If pepmenu, in pepmenu's discretion, takes legal action against You in connection with any actual or suspected breach of this Agreement, pepmenu will be entitled to recover from You as part of such legal action, and You agree to pay, pepmenu's reasonable costs and attorneys' fees incurred as a result of such legal action. The pepmenu Parties will have no legal obligation or other liability to You or to any third party arising out of or relating to any termination of this Agreement.

(f) Survival

Upon termination, all rights and obligations created by this Agreement will terminate, except those sections, which are confirmed and upheld by pepmenu, will survive any termination of this Agreement. For clarification, termination of this Agreement will not relieve You of Your obligation to pay any fees owed pepmenu.

20. MISCELLANEOUS

(a) Entire Agreement

This Agreement constitutes the entire agreement between pepmenu and You concerning Your use of the Mobile applications. This Agreement and any other written agreements executed between You and pepmenu constitute the entire agreement concerning Your use of the Services. This Agreement may only be modified by a written amendment signed by an authorized executive of pepmenu or by the unilateral amendment of this Agreement by pepmenu and by the posting by pepmenu of such amended version.

(b) Severability; Waiver

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

(c) Assignment

This Agreement and all of Your rights and obligations hereunder will not be assignable or transferable by You without the prior written consent of pepmenu. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

(d) Relationship between the parties

You and pepmenu are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement.

(e) Irreparable Injury

You acknowledge and agree that any actual or threatened breach of this Agreement or infringement of proprietary or other third party rights by You would cause irreparable injury to pepmenu and pepmenu's licensors and suppliers, and would therefore entitle pepmenu or pepmenu's licensors or suppliers, as the case may be, to injunctive relief.

(g) Issuance of Notices

All notices required or permitted to be given under this Agreement must be in writing. pepmenu shall give any notice by email sent to the most recent email address, if any, provided by the intended recipient to pepmenu. YOU BEAR THE SOLE RESPONSIBILITY OF ENSURING THAT YOUR EMAIL ADDRESS ON FILE WITH pepmenu IS ACCURATE AND CURRENT, AND NOTICE TO YOU SHALL BE DEEMED EFFECTIVE UPON THE SENDING BY pepmenu OF AN EMAIL TO THAT ADDRESS. You shall give any notice to pepmenu by means of: (i) hand delivery; (ii) registered post, with acknowledgement due ; or (iii) overnight courier, each as send to:

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