Terms and Conditions

I. Legal Document :

Please read these Terms and Conditions ("Terms"/ "Agreement"), a legal and binding agreement between Thinking Forks Consulting Private Limited, a company incorporated under the (Indian) Companies Act, 2013, having its registered office at 86, 2nd Floor, West Avenue Road, LRDE Layout, Karthik Nagar, Off. Outer Ring Road, Bangalore - 560037 (hereinafter referred to as **"the Company"** or "we" or similar) of the first part AND the **Registered Users** (defined below) of the second part (hereinafter collectively referred to as "You", "you" or "yours" or similar) stating the terms that govern your use of the Website defined below.

The Terms shall govern use of and access to www.goodnessmeter.com (the **"Website"**), which is a web platform through which Registered Users shall be able to apply for and avail certification services from the Company which is the only Independent Body in India certifying packaged food products in accordance with the specific regulations and specifications devised by the Company which has a panel of trusted veterans from the food industry to certify the quality of packaged food products across various parameters under the brand

name and logo "the Goodness Meter"/ (hereinafter "Goodness Meter Brand") and avail such other services as may be offered from time to time (hereinafter "Services"). The Website is owned, managed, operated and offered by the Company.

The Terms have been drafted in compliance with (i) the Indian Contract Act, 1872, (ii) the (Indian) Information Technology Act, 2000, and the rules, regulations, guidelines and clarifications framed there under, including the (iii) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "SPI Rules"), (iv) Information Technology (Intermediaries Guidelines) Rules, 2011 (the "IG Rules"), the (v) Information Technology (Guidelines for Intermediaries and Digital Media Ethics Code) Rules, 2021 and (vi) Consumer Protection (E-Commerce) Rules, 2020. The Act and Rules referred to in (ii), (iii), (iv) and (v) shall collectively be referred to as ("IT Laws").

This Agreement describes the terms governing your use of the Services provided to you on the Website, including content, updates and new releases. The use of the Website will be governed by these Terms, the Privacy Policy, additional terms and conditions, which may include those from third parties and any terms provided separately to you for the Services.

You agree that by accessing or using the Website or clicking "Register", "Login", "Sign Up", you are bound by the Terms, the Privacy Policy, additional terms and conditions and are thereby agreeing to enter into a legally binding contract with the Company. If you do not agree to be bound by the Terms, the Privacy Policy, additional terms and conditions please do not access or use the Website.

The Company makes no representations that the Website operates (or is legally permitted to operate) in all geographic areas, or that the Website, or information, services or products offered through the Website are appropriate or available for use in other locations. Accessing the Website from territories where the Website, or any content or functionality of the Website or its portions thereof is illegal, is expressly prohibited. If you choose to access the Website, you agree and acknowledge that you do so on your own initiative and at your own risk and that you are solely responsible for compliance with all applicable laws.

II. Privacy policy

We understand the importance of safeguarding your personal information and we have formulated a Privacy Policy, to ensure that your personal information is sufficiently protected. The Privacy Policy shall govern the collection, use and sharing of your personal data in accordance with law and shall be accessible here:______________________________.

III. Updates / Modification to the terms

a. Kindly review these Terms periodically. The Terms may be updated / modified from time to time, for any reason at the sole discretion of the Company. Such updates / modifications will become effective immediately upon its posting on the Website. The date on which the Terms were last amended/updated/modified will accordingly be mentioned on the Website and you will also be informed that such updates / modifications have been made by way of an email or notification upon logging in / signing in to the Website. It will be your responsibility to read the updated/modified Terms.

b. Your continued use of the Website following the posting of the updates / modifications to the Terms will have deemed to be your acceptance of the revised terms.

IV. Definition

As used in these Terms, the following terms shall have the meaning set forth below:

(i) **Certification Services** shall refer to the product certification services offered by the Company which comprises of an assessment of the Registered User's Products by a panel of industry experts engaged by the Company to assess if the same satisfies the standards prescribed under the Goodness Meter (defined below).

(ii) **Confidential Information** shall mean all information and materials furnished by a party which: (a) if in written format is marked as confidential, or (b) if disclosed verbally is noted as confidential at time of disclosure, or (c) in the absence of either (a) or (b) is information which a reasonable party would deem to be non-public information and confidential. Confidential Information shall include, but not be limited to content on the Website, all types of data, information, ideas, specifications, procedures, source code, software architecture, software design, personal information, business plans, projections, marketing data and other similar information of the Company, documentation, the existence and contents of this Agreement, whether such is transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic media, and shall include all proprietary information, client and prospect lists, trade secrets, or intellectual property rights such as trade names, trademarks, copyright, patents, designs, know-how, concepts, drawings, flow charts, diagrams and other intellectual property relating to the subject matter of this Agreement owned by the Company.

(iii) **Effective Date** means the Date on which You accept these Terms and Privacy Policy by clicking 'Register', 'Log in' or 'Sign Up' or enter into an agreement with the Company.

(iv) **Goodness Meter** Certification refers to the certification standard devised by the Company with the assistance of a panel of experts from the Indian food and beverage industry so as to evaluate the safety, nutrition level and ingredient quality of packaged food products in accordance with national or international standards. The Goodness Meter comprises of 3 areas of certification ("Areas of Certification") which includes: I) Food safety/Process; II) Ingredient; and III) Nutrition in 3 different levels ("Level of Certification"): I) Level- L1; II) Level- L2; III) Level- L3.

(v) **Goodness Meter Brand** shall refer to the registered and unregistered trademarks including the

trademark "Goodness Meter", and other trademarks, trade names, service marks, logos, designs, emblems, trade dress and other indicia of origin which the Company may authorize the Registered User to use as per the terms of this Agreement and any other Agreement entered into by the Parties.

(vi) **Intellectual Property** Rights shall mean and include any and all intellectual property rights, including amongst others, copyrights, patents, trademarks including the Goodness Meter Brand , trade names, service marks, business names (including internet domain names), design rights, database rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not) and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including applications to register or rights to apply for registration) which may now or in the future subsist in the Website anywhere in the World.

(vii) **License Agreement** shall mean the agreement entered into by the Company and Registered User comprising of the terms and conditions for use of the Goodness Meter Brand and Certification privileges after the Goodness Meter Certification is granted to the Registered User.

(viii) **Personal Information** means any information that relates to a natural person, which, either directly or indirectly, in combination with other information is capable of identifying such person.

(ix) **Product(s)** shall refer to the packaged food products sold by the Registered Users and with respect to which they wish to secure the Services, it could include sub-products and SKUs.

(x) **Product Information** shall mean any information regarding the Product which includes information such as name of the Product, name of the brand, description of the brand and Product, product category, product variants, type of product packaging, images of the Product, details of any sub-products, SKUs and any other information which may be provided by a Registered User through using or which may be collected by the Website when the Registered User uses the Services.

(xi) **Sensitive Personal Information** means such personal information which consists of information relating to- (i) password; (ii) financial information such as Bank account or credit card or debit card or other payment instrument details; (iii) any detail relating to the above clauses for providing any service; and (iv) any of the information received under above clauses for processing, stored or processed under lawful contract or otherwise.

(xii) **Registered User** shall mean a legal person/entity who signs up and registers as a user on the Website for using the Services. For the purposes of this Agreement, the term Registered User shall also refer to and include the Team Members who access the Application on behalf of the Registered User.

(xiii) **Registered User Content** shall include all content entered into and generated through the Website by the Registered User including but not limited to all entries made in pursuance of using the Services available on the Website, such as the entries made while filing the Application and any supporting documents provided in pursuance of the same, as well as the Registered User Information and Product Information.

(xiv) **Registered User Information** means information regarding Registered User which includes information such as business name, business address and location, legal status of the business entity; information regarding the contact person name, designation, phone number; employee details, and any other information which may be provided by a Registered User through using or which may be collected by the Website when the Registered User uses the Services.

(xv) **Services** means the services being offered to Registered Users through the Website by the Company as stated above, including Certification Services, and such other features and services as the Company may include from time to time.

(xvi) **Team Member(s)** shall mean and include staff/employees who are employed/engaged in rendering services to the Registered User and to whom the Registered User shall provide access to their account and/or another account affiliated with the Registered User's account which shall be created by the Registered User for the Team Member.

(xvii) All other capitalized terms shall be defined in the context in which they are used in these Terms.

V. Registration As a Registered User

(i) Eligibility to become a Registered User:

If you wish to avail the Services available on the Website then you will have to register by creating an account on the Website. In order to be able to register yourself as a Registered User and to use the Services, You represent and warrant that you are someone who can form a legally binding contract under the Indian Contract Act, 1872. You certify that you are 18 years of age or older and are eligible to enter into a contract. If you are a minor i.e. under the age of 18 years you may use the Website only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. If you are a parent or legal guardian agreeing to the Terms for the benefit of a child below 18, be advised that you are fully responsible for his/her use of the Website, including all financial charges and legal liability that he/she may incur. By using the Website, you represent and warrant that you have the right, authority, and capacity to enter into the Terms and to abide by all of the terms and conditions set forth herein. The Website is not for the use of individuals under the age of 18 years. We reserve the right to block Your access to the Website or suspend or terminate your Account, if it is brought to our notice or if it is discovered that You are incompetent to contract or have violated any provision in these Terms or violated applicable laws in relation to Your use of the Website or Your activities on the Website.

(ii) Creating an Account:

a. In order to access and use the Website and for availing Services offered by the Company, you will need to accept the Terms and create an account ("Account") by registering through the Website. You shall also be required to provide required registration information such as your company name, company address, information regarding the contact person and such other information as may be required by the Company.

b. You represent, warrant and covenant that you will (a) provide accurate and complete registration information (b) use a strong password which you will use to access the Website and to keep it confidential, (c) you will keep your registration information accurate and up-to-date and (d) all the information provided at the time of registration is correct, verified and true. Failure to do so shall constitute a breach of the Terms, which may result in immediate termination of your Account. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words "you" and "your" as used in these Terms shall refer to such entity.

c. You shall not (i) create any Account for anyone other than yourself without such person's prior written permission; (ii) use a username/email address belonging to another person or entity with the intent to impersonate that person or entity; (iii) use a username, email address or Account that is subject to any rights of a person other than you without appropriate written authorization; or (iv) use a username that is a name that is otherwise offensive, vulgar or obscene or otherwise unlawful.

d. In order to use the Website and the Services being offered, you may be required to provide Registered User Information which may include Personal Information as well as Sensitive Personal Information as defined under the IT Laws of India. You agree that any information you provide/update/upload on the Website will always be accurate, correct and up to date. You shall not provide any incorrect or inaccurate information, especially relating to yourself/your authorised representatives. You also undertake that you shall not provide/upload/enter any information that is obtained illegally or you believe to be incorrect or false. The treatment of the Personal and Sensitive Personal Information and other related information, shall be in accordance with our Privacy Policy accessible here __________________________.

e. You are responsible for safeguarding and maintaining the confidentiality of your Account and password and for restricting and preventing unauthorized access to your Account and are responsible for all activities that occur under your Account. You shall immediately notify the Company of any unauthorized use of your password or identification or any other breach or threatened breach of the Website's security. If any third parties gain access to the Services by accessing your Account due to your fault and negligence, then you as the Registered User will be responsible and shall indemnify the Company against any liability, costs or damages arising out of such misuse / use by third parties based upon or relating to such access and use resulting from your negligence or fault.

VI. Use of the services available on the website

The Website is a web platform through which Registered Users shall be able to apply for and avail Services from the Company which is the only Independent Body in India certifying packaged food products in accordance with the specific regulations and specifications devised by the Company which has a panel of trusted veterans to certify the quality of packaged food products across various parameters under the Goodness Meter Brand. This is achieved by:

a. Creating an Account:

You may use the Website to create your Account and access the various features and Services available therein.

b. Availing Certification Services:

- **Enter/update Product and brand information:** You can add relevant information and update the repository of all the brands under which your Products are sold and with respect to which you would like to avail the Certification Services, including information such as the brand name and brand description. This shall aid in filling out the Application for the Services.
- **File an Application:** You can use the Website to file an application ("Application") to have your Product certified by the Company in accordance with the Goodness Meter and obtain a certificate and rating ("Certification") if it conforms to the standards and requisites under the same. While filing the Application, you can indicate the primary and secondary category for which you are filing the Application, specify the Areas of Certification, the term for which you require the Certification, name of the certification (hereinafter "Product Information"), brand name, product name, product variants such as description, item code, unit of measurement, unit volume & weight, packaging type, add any other product variant, upload pictures of the products, pack images, and Levels of Certification you would like your Products to be assessed and certified in. Post filling in the Product Information, you will be required to fill in an evaluation questionnaire ("Questionnaire"), and upload necessary documents as required by the Company so as to enable them to adequately offer the Services. You will be prompted by the system if you have missed submitting any document/information. Once you submit the Product Information and Questionnaire you will be prompted to make the payment for the Assessment Fee.
- **Assessment Fee:** Upon completing the Questionnaire, you shall be able to make payment towards submitting the Application for the Company's assessment ("Assessment Fee") which shall be computed based on the particulars provided by the Registered User through the Application. The Assessment Fee shall be exclusive of any additional certification, licensing or renewal fee which may be levied on the Registered User, if their application receives approval and is accordingly awarded the Certification. You acknowledge and understand that Assessment Fee once paid is non-refundable. You will be required to pay Assessment Fee for every Application that you submit for certification of a Product/sub-category of Products of the same or different brand. The evaluation of the Products will commence only once the Assessment Fees is payable.
- **Evaluation of the Products:** Upon submitting the Application and making the payment, the Company along with the panellists shall use the proprietary Good Meter Tool to evaluate if the Product(s) submitted by You fulfils the parameters required for receiving the Certification.

c. Download the Certificate:

If the Company is satisfied that the Product with respect to which the Application has been made meets the certification requirements under the Goodness Meter Certification, the Company shall inform the Registered User of their approval of the Application depending upon the parameters and that the Registered User has the option to download the Goodness Meter Certification and use the Goodness Meter Brand including artwork and QR Code on their packaging and marketing material upon paying the annual subscription license fees ("Annual Subscription"). Upon paying the Annual Subscription the Company shall provide the Registered User with a license to download the Goodness Meter Certification; use the Goodness Meter Brand including the artwork and QR Code on the respective Product,its packaging, marketing communication and on the Website to indicate that the Registered User has been certified under Goodness Meter (collectively referred to as "Certification Privileges"). The use of the Goodness Meter Brand shall be governed by the License Agreement entered into by the Company and the Registered User subsequent to the acceptance and approval of the Application and payment of the Annual Subscription..

d. Extension of Certification:

In order to extend the scope of the certification to cover additional Products, Areas of Certification or Levels of Certification, the Registered User can file a new Application towards the same. The application procedure shall be as outlined in Clause VI (b) and an assessment will be carried out on those Areas, Levels or Products as requested for in the new Application.

e. Access the Dashboard:

You shall have access to the dashboard featured on the Website which shall provide you with information regarding the status of your Application as well as an overview of the number of brands and team members that you have added to your Account.

f. Add/Access to Team Members:

Registered Users may give access to their Account and all information therein to their Team Members if they so desire by adding their profiles to the Registered User's Account and creating a separate account for them through which they can assist the Registered User in filing Applications. You can add and create various Accounts for Team Members within the Website by entering their name, email address, the brand they have been assigned to work on, and by assigning a username and password through which they may access their Account through which they shall be able to file Applications for Products corresponding to the brand that they are assigned under and through which they can access the status of all Applications made under that particular brand. You can also disable the Accounts of the Team Members who have been added. The Registered User shall be responsible for compliance of the Terms by their Team Members and also be liable for any breach of the Terms by their Team Members.

g. Raise queries:

The Registered User may use the Website to raise queries regarding the Application and certification process.

h. Renewal of Certification:

The Registered User may use the Website to renew the Certification, if the term for which it was granted has expired.

i. Additional services:

The Company may add more services depending on what they deem necessary to further the interest of the Website and the Registered User.

VII. Your Conduct on the website

(i) You may access and update your account details on the Website and hereby undertake to ensure that the account details provided are correct and complete at all times. We will not be liable for any incorrect data that has been provided by you on the Website. It is your responsibility to ensure that all information, including, without limitation, Personal and Sensitive Personal Information that has been captured on the Website is correct and accurate.

(ii) You shall make available to the Company sufficient documents, images, specifications and other information regarding the Products as required by the Company so as to enable the required Services to be performed.

(iii) You acknowledge that the Certification is provided to the Products basis the Product Information including the formulations, specifications, documents and information input by You at the time of submitting the Application and if there are any changes in the Product's Information specially formulation, ingredients subsequent to filing the Application then You will need to file a new Application for the Certification to be extended to the said Product with the changes. Furthermore, You will need to file a new Application for every Product/sub category of the Product under the same or different brand that you wish to certify.

(iv) You acknowledge that when using the Website, You may be exposed to Registered User Content from other Registered Users whom you have added and collaborated with through your Account and that the Company shall not be responsible for the accuracy, usefulness, reliability of such Registered User Content. You further understand and acknowledge that you may be exposed to Registered User Content shared/uploaded by other Registered Users which could be inaccurate, offensive, defamatory, indecent or objectionable and you agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against the Company. The Company shall not have any obligation to monitor any Registered User Content or any other Registered User communications through the Website.

(v) You will use the Website and the features therein only in relation to and in compliance with all applicable Indian laws and only in respect of the purpose mentioned herein under these Terms.

(vi) In the capacity of a Registered User, you represent and warrant that You shall not use the Website:

a. for any purpose that is unlawful, illegal or forbidden by law;

b. in any manner that harms the Company or its directors, employees, affiliates, distributors, partners, service providers, and / or any other user;

c. to remove any copyright and other proprietary notices contained in any content on the Website;

d. to copy, decompile, reverse engineer, or otherwise attempt to discover any source code, sell, assign or otherwise transfer any intellectual property in the Website;

e. to send communications containing unsolicited / unauthorized advertisements, promotions or marketing material.

f. in any manner other than as agreed in these Terms.

(vii) You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any of its content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any of its content to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve our right to bar any such activity.

(viii) You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the Services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.

(ix) You shall not engage in any form of antisocial, disrupting, or destructive acts, including "flaming", "spamming", "flooding", "trolling", "phishing" and "griefing" as those terms are commonly understood and used on the Internet.

(x) You shall not host, display, upload, modify, publish, transmit, store, update or share any information that —

a) belongs to another person and to which You do not have any right to;

b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to applicable laws;

c) is harmful to minors;

d) infringes any patent, trademark, copyright or other proprietary rights(s);

e) violates any law for the time being in force;

f) deceives or misleads the addressee about the origin of such messages or knowingly and intentionally communicates any information which is patently false, grossly offensive or misleading in nature but may reasonably be perceived as a fact;

g) impersonates another person;

h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

i) threatens the unity, integrity, defence, security or sovereignty of India, 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;

j) is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person

(xi) You will immediately notify Us of any breach or suspected breach of the security of the Website of which You become aware, or any unauthorized use or disclosure of information within or obtained from the Website, and You will take such action to mitigate the breach or suspected breach as We may direct, and will cooperate with Us in investigating and mitigating such breach.

(xii) You shall not probe, scan or test the vulnerability of the Website or any network connected to it, nor breach the security or authentication measures on the Website or any network connected to it. You may not reverse look-up, trace or seek to trace any information on any other Registered User on the Website, including any account on the Website not owned by you, to its source, or exploit the Website or information made available or offered by or through it in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Website.

(xiii) You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about us or our trademarks / brand names or domain name or otherwise engage in any conduct or action that might tarnish our image or reputation, or the image or reputation of other users or third parties on the Website. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or our systems or networks.

- You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on it or with any other person's use of the Website.
- You will not forge headers or otherwise manipulate identifiers to disguise the origin of any message or transmittal you send to us on or through the Website or when availing any Service offered on or through the Website. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- You acknowledge and agree that availing the Services, including the Certification Services provided through the Website does not exempt you from complying with any and all applicable laws.
- You agree to ensure that You shall not use the Website in any way that violates (i) these Terms, (ii) applicable laws, or (iii) the rights of any third party.

VIII. Use and ownership of content on the website and registered user information /content

(i) All rights, title and interest in and to the Website, including all material on the Website such as all text, graphics, button icons, illustrations, images, audio and video clips, ideas, concepts, the layout design flow, look and feel of the Website, trademarks, logos, marks, graphics, audio files, video files, Goodness Meter Brands, and any software which is owned by or licensed to the Company and / or its affiliates, the underlying source and object code, instructions embedded in any form of digital documents and other data, information, or material, excluding the Registered User Information or Registered User Content (collectively, "Website Content"), belongs exclusively to the Company or to our licensors. The collection, arrangement and assembly of all Website Content on the Website (the "Compilation") belongs exclusively to the Company. All software used in the Website (the "Software") is the property of the Company. The Website Content, the Compilation and the Software are all protected by Indian and international copyright laws. Through your use of the Website, by no means are any rights impliedly or expressly granted to you in respect of such works. Website Content, including its Trademarks, will not be used, modified, or altered by you in any way. You acknowledge and agree that you do not acquire any ownership or rights to the Website Content or the Website by use of the Website or Services offered thereunder. You acknowledge and agree that the Website Content is protected by copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws and any unauthorize use, reproduction, modification, distribution, transmission, republication, display or performance of the Website Content and any component thereof is strictly prohibited. The Company may terminate the Account of the Registered User if there is any unauthorized use of the Website, Website Content or any breach of the Terms by the Registered User.

(ii) The Company grants You a limited, non-transferable, personal, non-sub-licensable and revocable license to access and use the Website, the Website Content or any part thereof for availing the Services, but not to download any material from it (other than page caching) except as permitted by the Company, use or modify it, or any portion of it, except with express written consent of the Company. Any unauthorized access to the Website, Website Content (or any part thereof) or any networks, servers or computer systems connected to Website and any attempt to modify, adapt, translate or reverse engineer any part of the Website or re-format or frame any portion of the pages of the Website, save to the extent expressly permitted by these Terms, is not permitted. This license is non-transferable and does not permit any resale or unauthorised use of this Website or Website Content or any part thereof; any downloading or copying of account information or Website Content save to the extent expressly permitted by these Terms; or any use of data mining, robots, or similar data gathering and extraction tools.

(iii) Notwithstanding the above, if your Application has been approved and accepted by the Company and You have paid the Annual Subscription Fees, then you shall have the license to use the Trademarks and Certification Privileges as stipulated under the License Agreement.

(iv) You are solely responsible for your conduct and any data that you enter on or via the Website. We shall have no liability for your conduct in relation to your use of the Website. Violations of these Terms may result in legal consequences prescribed by applicable laws.

(v) We provide Registered Users the facility to enter and upload Registered User Information including Registered User Content. We claim no ownership rights over the Registered User Information including Registered User Content created or shared by you and we note that You own all rights, title and interest in and to any content uploaded or published or submitted or posted by you on the Website, including without limitation, any text, image, media, written statements or other content posted or published by You anywhere on the Website. You shall be solely responsible for your Registered User Information including Registered User Content and the consequences of entering, posting or sharing it on the Website.

(vi) By submitting the Registered User Information and Registered User Content, You hereby grant Us a limited, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, share, display, publish, retain, make available online and/or electronically transmit such Registered User Information and Registered User Content as well as technical information collected via the Website in accordance with the Privacy Policy provided on the Website and as per your preferred privacy settings and permissions granted within the Website. You also hereby grant each Registered User of the Website a limited, non-exclusive license to access your Registered User Information and Registered User Content through the Website.

(vii) You represent that use of the Registered User Information including Registered User Content and any other information entered by you as contemplated by these Terms and the Website will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights or privacy rights.

IX. Third party websites

You understand that third party services/links to third party sites may be made available on the Website. Please note that in the event you choose to avail any such third party services or access/visit the third party sites that are made available on the Website, you will be absolutely and solely responsible for your interactions with such third party service providers. The Website shall not be held responsible for any lapses, shortcomings or deficiency of products/services by such third party service providers/third party sites to you. The Website hereby does not endorse the products or services of any third party service providers /third party sites that are made available/advertised on the Website.

You acknowledge and agree that (a) the Company has no responsibility for the accuracy or availability of information provided by the third party sites; (b) the Company does not control or endorse the sponsors of such third party sites or the content, products, advertising, or other materials presented on such sites; and (c) you agree to the terms and conditions of the third party sites. The Company may remove any links to third party sites from the Website at any time with or without reason. COMPANY WILL NOT BE LIABLE FOR ANY TRANSACTIONS CONDUCTED BY YOU WITH THIRD PARTIES THROUGH THE SITES OR FOR ANY LIABILITY ARISING FROM THE REPRESENTATIONS OR INFORMATION PROVIDED ON SUCH THIRD PARTY SITES.

X. Personal Information and Data Security

a. We may collect, store, use, process and transfer to third parties information provided by you at the time of registration such as Registered User Information, or Registered User Content uploaded, entered or provided by You during the course of your use of the Website, including any Personal Information as well as Sensitive Personal Information that shall be governed by applicable data protection laws and the Company's Privacy Policy.

b. We may access, preserve and disclose any of your information including Registered User Information, or Registered User Content uploaded, entered or provided by You if required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against Us or to comply with legal process, (ii) for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes, (iii) protect the rights, property or safety of the Company, its Registered User, Visitors or members of the public or (iv) disclose and/or transfer your Registered User Information or Content to an acquirer, assignee or other successor entity in connection with a sale, merger, or reorganisation of all or substantially all of the equity, business or assets of the Company to which your Registered User Information or Content relates.

XI. Disclaimer and Limitation of Liability

a. You hereby acknowledge and agree that the Registered Users by using the Website shall be able to apply for availing certification services from the Company for the Areas of Certification and Levels of Certification based on the parameters developed independently by the Company and its panel of experts. You further agree and acknowledge that payment of the Assessment Fee neither guarantees the approval of your Application nor the grant of Certification Privileges. You agree and acknowledge that the acceptance and approval of your application is solely based on the discretion of the Company.

b. You further agree and acknowledge that the Company is only certifying your Products basis the Areas of Certification i.e. safety, nutrition level and ingredient quality of the Products that you have selected and is not certifying your compliance with any legal regulations or that you have obtained all licenses/approvals/certifications that you may be legally required to obtain.

c. The Certification Services available through the Website are performed on the basis of technical standards, trade practice, skill, experience and private resources referred to and developed by the Company and are not intended to constitute a replacement or substitute to any certifications, approvals, licenses or permissions required to be obtained by the Registered User for their products under applicable laws.

d. The Certification is issued on the basis of the Product Information and such other information and documents provided by the Registered User and the authenticity and genuineness of the information so provided will solely be the responsibility of the Registered User. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to the Registered User nor any third party for any actions taken or not taken on the basis of such Certification nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company by the Registered User.

e. THE WEBSITE IS PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS AND USE OF THE WEBSITE IS AT YOUR RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT FOUND ON THE WEBSITE IS ACCURATE, RELIABLE OR CORRECT; THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS; THAT THE WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT THE WEBSITE WILL BE UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF WEBSITE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE WEBSITE.

f. YOU FURTHER AGREE THAT NEITHER WE NOR ANY OF OUR AFFILIATES WILL BE LIABLE FOR ANY DIRECT, INDIRECT, REMOTE, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, THE SERVICES AND ITS USE THEREOF, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE WEBSITE OR SERVICES; (ii) DATA NON-DELIVERY, LOSS, THEFT, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION CAUSED TO THE REGISTERED USER CONTENT OR REGISTERED USER INFORMATION DUE TO USE OF THE WEBSITE; (iii) LOSS OF PROFIT OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF OPERATING THE WEBSITE OR USING THE SERVICES OR DEALINGS WITH OR THE PRESENCE OF OFF-APPLICATION LINKS ON THE WEBSITE; (iv) ANY INACCURACIES OR OMISSIONS IN REGISTERED USER CONTENT/THIRD PARTY CONTENT, TEXT, GRAPHICS, LINKS OR COMMUNICATIONS PROVIDED ON OR THROUGH THE USE OF THE WEBSITE OR (v) NETWORK, TECHNICAL OR OTHER OPERATIONAL DIFFICULTIES OR PROBLEMS RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICE PROVIDERS, INTERNET SERVICE PROVIDERS OR THE SYSTEM WHICH MAY RESULT IN LOSS OF YOUR DATA OR BUSINESS OR MONETARY LOSS OR (vi) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE WEBSITE OR (vii) EVENTS BEYOND OUR REASONABLE CONTROL OR (viii) NON-ACCEPATNCE OF THE REGISTERED USER'S APPLICATION MADE THROUGH THE WEBSITE OR (ix) ACTIONS TAKEN OR NOT TAKEN ON THE BASIS OF THE CERTIFICATION OR (xii) ANY INCORRECT RATINGS ARISING FROM UNCLEAR, ERRONEOUS, INCOMPLETE, MISLEADING OR FALSE INFORMATION PROVIDED BY THE REGISTERED USER.

XII. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LOSSES OR EXPENSES OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF REGISTERED USER CONTENT OR REGISTERED USER INFORMATION, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY REGISTERED USER CONTENT OR REGISTERED USER INFORMATION OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WE UNDERSTAND THAT, IN SOME JURISDICTIONS, WARRANTIES, DISCLAIMERS AND CONDITIONS MAY APPLY THAT CANNOT BE LEGALLY EXCLUDED, IF THAT IS TRUE IN YOUR JURISDICTION, THEN TO THE EXTENT PERMITTED BY LAW, COMPANY AND ITS AFFILIATES LIMIT THEIR LIABILITY FOR ANY CLAIMS UNDER THOSE WARRANTIES OR CONDITIONS TO SUPPLYING YOU THE WEBSITE AGAIN.

YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY SHALL NOT BE LIABLE FOR REGISTERED USER CONTENT OR REGISTERED USER INFORMATION OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

THE WEBSITE IS CONTROLLED AND OFFERED BY THE COMPANY AND / OR ITS AFFILIATES DEPENDING UPON YOUR JURISDICTION. THE COMPANY MAKES NO REPRESENTATIONS THAT THE WEBSITE IS APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE WEBSITE FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

XIII. Indemnity

You agree to defend, hold harmless and indemnify the Company, its subsidiaries, affiliates, officers, agents, employees, advertisers and other partners against any and all losses, costs, expenses, damages (actual and consequential) or other liabilities incurred from and against any cost, liability, loss, damage, cause of action, claim, suit, proceeding, demand or action brought by a third party, due to or arising out of or in connection with (a) your use or misuse of the Website or the Services offered therein or (b) your breach of any provision of these Terms or applicable laws or (c) any breach of the representations, warranties, and covenants made by You herein or (d) or any fraud, negligence, wilful misconduct or intentional wrongdoing on your part or on the part of your employees, subcontractors and agents in performance of their obligations under these Terms or (e) any product liability claims or (f) as a result of any threatening, libellous, obscene, harassing or offensive material posted/ transmitted by You on the Website or (g) as a result of any false, fake, misleading or incorrect information especially Product Information posted/ transmitted/uploaded/shared by You on the Website or (h) any other actions connected with your use of the Website and the Service. You shall not settle or compromise any such matter without our prior written consent. We shall be entitled to participate in such defence through our own counsel at your cost and expense.

XIV. Confidentiality

The Registered User hereby undertakes and agrees not to disclose or attempt to use or personally benefit from any non-public/confidential information that he/she may learn on the Website, without the express prior written consent of the Company. This obligation shall continue until such time as the non-public information has become publicly known through no action of your own. If you are compelled by order of a court or other governmental or legal body (or have notice that such an order is being sought) to divulge any such non-public information, you agree to promptly and diligently notify the Company and cooperate fully with the Company in protecting such information to the extent possible under applicable law.

XV. Termination

We reserve the right, in the event you breach these Terms stipulated herein, to suspend, de-activate and/or terminate your access to the Website with or without your notice if the Company believes that you have (a) breached the Terms; (b) infringed the intellectual property rights of a third party; (c) posted, uploaded or transmitted unauthorised content on the Website; or (d) violated or acted inconsistently with the letter or spirit of these Terms or any other applicable code of conduct. You agree that any deactivation or termination of your access to the Website may be affected without prior notice to you and that the Company shall not be liable to you nor any third party for any termination of your account or access to the Website. Upon suspension or termination, your right to procure the Services on the Website shall immediately cease and We reserve the right to remove or delete your information that is available with Us, including but not limited to login and account information.

We also reserve the right to cancel the Certification if you have failed to commence the application for its renewal upon expiry of the term for which it was granted. In case of cancellation, there shall be no reimbursement of the Assessment Fees or any other such fee previously levied on the Registered User.

XVI. Governing Law & Jurisdiction

(i) These Terms along with your use of the Website shall be governed by, construed and enforced in accordance with the laws in India, as these are applied to agreements entered into and to be performed entirely within India and without giving effect to any principles of conflict of laws. You agree that any legal lawsuit or other action brought by the Company, you or any third party to enforce these Terms or in connection with any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement any matters related to the Website, shall be subject only to the jurisdiction of the courts of Bangalore. Where a dispute arises, the parties involved shall make all reasonable efforts to resolve the dispute through good faith negotiations. If efforts to amicably resolve any dispute or claim between the parties are unsuccessful, then such dispute or claim arising out of or in connection with the Terms including any question regarding its existence, validity or termination, shall be referred to and determined by Arbitration in India, before a sole arbitrator in accordance with the Arbitration and Conciliation Act 1996 along with all amendments.

(ii) The venue and seat of such arbitration shall be Bangalore, India. The governing law of the Agreement shall be the substantive law of India. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the Parties.

(iii) The Parties shall have the right to apply to a court of competent jurisdiction to obtain interim injunctive relief in respect of any dispute, pending resolution of such dispute in accordance with the Agreement.

XVII. Grievance Officer:

In accordance with Information Technology Act 2000 and rules made there under and also in compliance of the Consumer Protection (E-Commerce) Rules, 2020, the name and contact details of the Grievance Officer is as follows:

Name:

Email Id:

XVIII. General Provisions

a. **Entire Agreement:** The Terms constitute an entire, valid and binding agreement between you and Us and governs your access and use of the Website.

b. **Advertisement:** We shall have the right to place advertisements and publicity materials of our choice, including that pertaining to parties other than ourselves for commercial use through electronic means on the Website.

c. **Binding Nature:** This Agreement shall be binding upon you and Us and your successors-in-interests and permitted assigns.

d. **Severability:** If one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such holding will not impair the validity, legality, or enforceability of the remaining provisions.

e. **Waiver:** The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

f. **Force Majeure:** The Company shall have no liability under these Terms to the extent arising from any failure of the Company to perform any of its obligations under these Terms or due to any fire, flood, earthquakes, other acts of God, war, civil unrest, terrorism, Internet failures, governmental act or court order, national emergency, strikes or labour disputes or any other event not within the Company's reasonable control. The Company shall not be responsible for damage or other problems caused by any unauthorised change to these Terms made by way of hacking or cracking this page.

g. **Assignment:** You may not assign or sub-license, without the prior written consent of the Company, the rights, duties or obligations under the Terms, in whole or in part, to any person or entity. The Company may assign or sub-license in whole or in part any of its rights, duties or obligations under the Terms to any of its affiliates.

h. **Each Party acknowledges:** (a) having fully read the Terms in its entirety; (b) having had full opportunity to study and review the Terms.

XIX. Contact Us

If you have any questions or concerns regarding these Terms or for any technical support, please contact us at [info@thinkingforks.com] or by post to

Thinking Forks Consulting Private Limited
86, 2nd Floor, West Avenue Road,
LRDE Layout, Karthik Nagar,
Off. Outer Ring Road, Bangalore - 560037

These Terms were last updated on: 9 April, 2022

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