

Terms and Conditions

<http://www.Foodosys.com>

USE OF THE WEBSITE

This page (together with our Privacy Policy) tells you information about us and the legal terms and conditions (the “Terms”) on which we provide service for restaurant order generation and submission on our website (“our site”) to you.

You should print or save these “Terms” for your records.

These Terms will apply to any contract between us for the service to you (the “Contract”). Please read these Terms carefully and make sure that you understand them, before benefiting the restaurant progress from our site. Please tick the box at the end of these Terms to confirm that you accept them. If you refuse to accept these Terms, you will not be able to register on our site.

We may amend these terms from time to time. Every time you wish to register a new membership, please check these Terms to ensure you understand the terms and conditions.

Please contact us if you would like further information about these Terms. Our working hours are Monday to Friday 10 a.m. to 5 p.m. all year round, with the exception of public holidays.

OUR SERVICE

“Our service” or “our services” refer to a process of restaurant item order submission through email.

Our service is a channel between the customers (website visitors who generate the orders) and the members (restaurants).

Service procedure:

1. At <http://www.Foodosys.com> a website visitor, potential customer, can make a search for restaurant for delivery from its location and does selection of one of the restaurants registered with us provided that registered restaurant’s membership is activated.
2. Then the customer make choice of items from that selected restaurant menu list with quantity and submits the order with its information like name, email, contact no., delivery address , special instructions, if any. Here, the customer is requested to call the restaurant at their contact nos. provided, to check the status of its order generated for the restaurant.

Please refer clause of membership, how restaurant items will be inserted in our website.

Orders generated can not be accepted on certain cases mentioned below –

- Delivery area is too far from the premises.
The delivery distance is provided on search result display.
- Order value is less than the minimum order delivery value.
The minimum order delivery value is provided on search result display.
- Restaurant is closed
The close day and timings are displayed in the search result.

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Customers are requested to please check the above details before generating any order.

3. The order submitted is then mailed by website mail-sender process to member restaurant's mail address for further processing and delivery of the order items and payment collection.

Our services are made available for our website use only. Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, products or services available on our website for any commercial or competitive activity or purpose. If you wish to utilize any of our content or information presentation in our website, your will be requiring a consent in writing from us for your use.

SCOPE OF OUR SERVICE

Our service is a channel between a potential customer and registered active member, service process starting from customer generating an order at our website, till the order is submitted to the member restaurant at its email address. For more details on service process please refer to the service procedure above.

MEMBERSHIP

The membership is required for restaurants who wish to be part of Foodosys.com. The website visitors who are so called as potential customers do not require any membership.

1. Restaurants have to register themselves as member at our site which is **free registration**.
2. The person on behalf of restaurant, who will be direct contact between us and the restaurant, must be at least 18 years old for concluding registration process.
3. After successful account creation, you will be mailed a member-id and password to login into your account. A proper logout process is requested to stay safe and secure.
4. After registration and successful login, the members will then be given access to insert restaurant details within our records like restaurant items, restaurant timings etc.
5. Once all the details of the restaurant is inserted within our records, the registered restaurant can then activate the mail-order service and **become active member** at our restaurant, with a payment of certain amount. Please refer to our "COST FOR SERVICE TO MEMBERS" section.
6. Before making payment of service, registered members can check or generate dummy orders based on items entered by them after login.
7. As a registered restaurant you are not authorized to share your member-id and/or password, if you do so, we shall not be liable to any loss, damage to your account.
8. Once noticed that your member-id and password is utilized by any un-authorized third party, you are requested to immediately change your password with the option "forgot password". Your new password will be mailed to you on your registered mail address recorded in our database after registration process.

CONTRACT CREATION WITH RESTAURANTS

By making a registration with Foodosys.com, you enter into a direct (legally binding) contractual relationship with us. From the point at which you make your restaurant registration, we act solely as an intermediary between you and the website visitor (as customer), transmitting the details of your restaurant items to the relevant customer search result and sending you a order submission email for and on behalf of the order submitting website visitor(as customer).

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Through the website we (Bestoq.com and its affiliate (distribution) partners) provide an online platform through which all types of temporary order booking of restaurant items (for example, food and beverages, cakes, hot/ cold drinks, ice-creams collectively the "restaurant items"), registered restaurants can advertise their items, and through which visitors to the website can make such choice of restaurant items for order booking.

When rendering our services, the information that we disclose is based on the information provided to us by you. As such, you are given access to an extranet through which you are fully responsible for updating all item prices, item description, delivery timings and other information which is displayed on our website. Although we will use reasonable skill and care in performing our services we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our website or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each registered member remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the prices and availability) displayed on our website. Our website does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or (star) rating of any information made available.

Our services are made available for personal and non-commercial use only. Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, products or services available on our website for any commercial or competitive activity or purpose.

- A. On Membership you and we are under a contract for the order submission service available on our website. The service is provided online.
- B. Your membership is subject to acceptance by us and we reserve the right to reject any membership without giving reasons.
- C. The contract stay valid till the membership is active on our website or it is observed that the member is inactive for more than 365 days.
- D. Subject to clause A, the technical steps required to form the Contract are as follows:

According to the contract you approve us to -

- Store your name, restaurant name, restaurant address, email address, contact number, any additional information entered in the registration form.
- Store item details like category, name, price
- You can also upload images to identify your restaurant which will be displayed at relevant position in the website.
- You are requested to upload only those images which are appropriate and relevant to edible food industry and that do not harm irritate any certain community / caste/ values and beliefs.

The orders submitted by a certain customers ('customers are the website visitors who wish to place an order for restaurant items) shall be shared at member's email address provided during member registration.

The order submission mail will include -

- Order-id, order date, order type like delivery or pickup, items details like item name, quantity for delivery and prices.
- Customer information like name, email, delivery address and contact nos. provided by the customer during order generation.

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- Accepted button which is required by member to accept the order by clicking it.
- Delivered button which is required by member to click when the order gets dispatched for customers delivery address.

Customer information reliability:

When rendering our services, the information that we disclose in the order submission form is based on the information provided to us by a customer. Although we will use reasonable skill and care in performing our services we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our website or otherwise), inaccurate, misleading or untrue information. Each customer remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) customer information provided in the order form submission through our website.

- E. Our service of order-email submission will be activated from the date of the payment transaction-id gets updated into our records from your end at our website page, which you will be forwarded on successful payment transaction. The price page for our service is provided in the website on member-login. You can avail any of the plans according to your convenience. Please refer to our website price page or PRICES section below.
- F. Once the activation validity gets lapsed, the membership will be deactivated and there after restaurant details shall not be displayed in the search results.
- G. If you wish to continue with our services , registered restaurants can select a plan for continuation of service, have to click on the appropriate payment option provided in the website page clicking the Paypal on the payment option. You will be guided through the process of payment by a series of simple instructions on our site.
- H. Non-continuation of the services may be a result of one of the following:
 - we are unable to obtain authorization for your payment;
 - you do not meet the eligibility to service criteria set out in the main Terms and Conditions.

PAYMENT COLLECTION - Orders from customer

Our service does not include the payment collection for the orders generated and submitted, therefore we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, licensees, agents or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents shall be liable for any payment regarding to the order payment value.

Members are requested to arrange their appropriate payment collection procedure against the delivery/ pickup of the order submitted from the customer.

SERVICE TO MEMBERS - PRICE AND COST for Service continuation

There are 3 price slabs which are provided in the website price page. Members can choose any of the three price slabs as per their convenience. The Payment facility presently is done by PAYPAL therefore on selection of a plan the member is forwarded to the PAYPAL website for further proceedings and that are concluded as per the Paypal Policies.

Once payment is complete, a transaction id is provided to the payee member as per the Paypal policy. The member is then required to enter that transaction id on the service updation page to update service continuation days.

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SERVICE TO MEMBERS - PAYMENT CANCELLATIONS / REFUNDS for our service

- Payment transaction done shall not be refunded or cancelled once updated from your end.
- The members can request on mail for the refund of the transaction in the case wherein-
- Transaction-id does not get updated into member account with us. The members are required to enter the transaction-id into our records so that the payment is updated in genuine member's account. Once the transaction-id is entered into our website and the member account is updated, the refund request will not be entertained.
- If, any member, who do not want to continue the service with us, however have had made payment, they can request for a refund prior to account updation as per previous point. The refund will be made by cheque or by Paypal based on your information provided on the mail. The mail id for refund request is member_refund@Foodosys.com

COST FOR SERVICE TO MEMBERS

- The members of our site may benefit in increasing their restaurant revenue by receiving online orders at their email-address, by our website visitors. Our service involves displaying your restaurant item menu chart to our website visitors who on selection can place order to registered restaurant members, which we shall be passing it to member's provided email-address.
- Member registration is free but the service of display of menu items and receiving orders will commence after a nominal fee payments as per your selection made from our price slabs. Price slabs can be seen on login to website in member's area.
- The price of service provided by <http://www.Foodosys.com> is inclusive of all taxes.
- Presently members can only pay for service online by PayPal. However if member wish to pay by other means please write us on member_payments@Foodosys.com

OUR LIABILITY IF YOU ARE OUR WEBSITE MEMBER

This clause only applies if you become member after registration process at <http://www.Foodosys.com>

Our service will be available after successful activation of the member account on fee payment. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not in any way exclude or limit our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;

FORCE MAJEURE

The following definition will apply in this clause 9: "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.9.2. Whilst every effort will be made to meet our members' demands, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event outside Our Control.

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If an Event outside our control takes place that affects the performance of our obligations under a Contract:

- we will contact you as soon as reasonably possible to notify you;
- our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control;

PRIVACY POLICY

We only use your personal information in accordance with our Privacy Policy. For details, please see our [Privacy Policy](#). Please take the time to read these, as they include important terms which apply to you.

OTHER IMPORTANT TERMS

- We may transfer our rights and obligations under a Contract to another organization, but this will not affect your rights or our obligations under these Terms.
- This contract is between you and us. No other person shall have any rights to enforce any of its terms
- Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.