

TERMS & CONDITIONS

A. Acceptance of terms clause

Welcome to the terms and conditions sections of Bakeli, operated by Foodli Freshli, having registered KVK number as 81717210. The terms are mentioned with the objective of making you aware of your legal rights and authorities. These are aimed with respect to your access to and use of Bakeli website and our mobile-based application platform. If you do not agree with the terms and conditions, you can discontinue using our services.

These terms are implicit for all existing and future Bakeli consumers and the providers we partner with.

When you access or use the Bakeli platform you are agreeing to these terms. Hence, it is requested to read these terms attentively.

B. Clarifications

- i) Here the 'customer' is referred to as 'you' or 'your' as and when required. Customers are those who are accessing and using our services through our website or mobile applications, for purchasing, sharing, uploading information, reviewing, etc.
- ii) The 'content' here consists of reviews, images, nearby places, audio, video, gifs, and other types of info. As mentioned above, that the 'customer' is referred to as 'you' or 'your', so anything mentioned as 'your content' or 'content of the customer'/'customer content' stand for the photos/reviews that you post, share or pass on through, to or in association with the services. And all the content that Bakeli creates, makes them accessible in relation with the services including promotion, graphics, design, compilation, products, reports, gross ratings, visual interfaces, interactive attributes and uses for other procedures related to your account and other constituents of the services except your content and third party contents. 'Third Party Content' signifies the content based on media services and news distribution agencies that are of parties other than Bakeli and its users.
- iii) Baker/Bakery is referred to as an individual/team of service providers listed on the Bakeli platform.
- iv) Providers are the ones listed on our Bakeli platform and offering its nutritious delicacies to the customers.

C. Who are eligible to use Bakeli services?

Anyone who is 18 years of age and above is fully capable to understand and agree to our T&Cs, statements, deed, descriptions and warranties declared in these terms, You are in 😊

D. Changes in T&Cs

Bakeli may revise or modify these terms timely in accordance with our own disposition. The changes will be updated when finalized and it is your responsibility to check the terms with prompt and ensure continuation of consent with them. If you use Bakeli after going through any such amended terms, your

usage shall be considered as an expression of acceptance to those terms and that you confirm to be bound by those terms.

E. Provision of Bakeli services –

- i) Bakeli is constantly evolving to provide its customers with the best possible experience and information. You acknowledge and agree that the form and type of services offered by Bakeli may necessitate certain changes. Therefore, Bakeli reserves the right to suspend / make changes and changes to any or all of the content, products and services included in the website at any time without notice.
- ii) We, Bakeli, the software or the software application store that makes the software available for download, may contain features to automatically check for software updates or updates. If your device, its configuration or computer software does not allow the transfer or use of improvements or updates, you agree that we or the relevant software or the software application store may notify you of the availability of such improvements or updates and automatically push said update or update to your device or computer from time to time. You may need to install certain updates or software updates in order to continue accessing or using the Services or parts of them (including updates that are designed to resolve problems with the Services). Any updates or improvements that we make available to you under the Terms will be considered part of the Services.
- iii) You acknowledge and agree that if Bakeli prohibits you from using your account and disables access to your account, you may not be able to access our services, your account information, or any files or other content included in your account.
- iv) In our efforts to continually improve Bakeli mobile application and services, we will conduct research and experimentation occasionally on various aspects of the Services and Offerings, including our applications, websites, user interface, and advertising campaigns. As a result, some customers may experience features differently than others at any given time. This serves to make the Bakeli platform better, more convenient and easier to use, to improve the customer experience, to improve the security of our services and offerings, and to develop new services and aspects.
- v) By using Bakeli services, you agree to the following disclaimers:
 - The content of these services is provided for informational purposes only. Bakeli accepts no responsibility for information that may be out of date since it was last updated. Bakeli holds the right to make any changes or rectifications to any part of the content of these services at any time without prior notification. Bakeli does not assure the quality of products, prices listed on menus, or the availability of all menu items at a baker/bakery. Unless otherwise stated, all images and information contained in these services are assumed to be the property of or licensed to Bakeli. Submit a deactivation request (via the "Contact Us" link on the home page) by email to the webmaster if you are the copyright owner of the content of these services and you believe that use of the above material defies your rights or hurts your authority in any way. Please include the exact URL of the website in your request. All images shown here have been digitized by Bakeli. Any other party is unauthorized to recreate or republish these digital versions in any setup without the prior written consent of Bakeli.

- All certifications, licenses or permits ("Certifications") or information related to such certification that may appear on the baker/bakery listing page or on the list of nutritional products on the Bakeli platform are for informational purposes only. Bakeli will display such "as available" certification provided to Bakeli by baker/bakery partners. Bakeli makes no guarantees as to the validity, authenticity, reliability and accuracy of such certification or information displayed in connection with it. Any reliance on certification or related information by a customer is solely at their own risk and Bakeli assumes no responsibility for any loss or damage related to the use of this information or for inaccuracies, invalidity or discrepancy in the certification. or non-compliance. with any applicable local law or regulation by the restaurant partner / distributor.
- vi) Bakeli reserves the right to charge a subscription and / or membership and / or service fee from a customer for any product, service or other aspect of the Bakeli platform at any time in the future with reasonable notice.
- vii) From time to time, Bakeli may introduce referral and / or incentive programs for its customers (program). These programs may be subject to their respective terms and conditions. By participating in the program, customers are bound by the program conditions and the Bakeli platform conditions. In addition, Bakeli reserves the right to cancel / suspend the customer's account and / or accumulated credits / points and / or the customer's participation in the program if Bakeli determines, in its sole discretion, that the customer has violated the rules of the Program. violated and / or participated in activities that violate the Program Terms and / or the Bakeli Platform Terms, or participated in activities that are fraudulent / illegal in nature. Additionally, Bakeli reserves the right to change, terminate, and discontinue its program without prior notice to the customer.

F. Use of the services by you or the customer

1. Bakeli customer account with access to "Claim your business entry"

- i) You must create an account to use some of the features offered by the Services, including, but not limited to, "Claim your business entry" on the Services. The use of any personal information provided by you throughout the account creation procedure is subject to our privacy policy. You must keep your password restricted to yourself and you are solely responsible for maintaining the confidentiality and safety of your account, all changes and updates sent through your account, and all activity related to your account.
- ii) You can also register to use the services by logging into your account with your access data from certain third-party social media sites (for example, Facebook). You confirm that you are the owner and user of such social media account and that you approve of the disclosure of your social media login details to us. You authorize us to collect your authentication information and other details that may be available on or through your social media account in accordance with your relevant settings and instructions.
- iii) By creating an account and / or using your business list, you are assuring us that any information you provide to us in such process is true, accurate and correct and that you will update your information to keep it correct as necessary. When you create an account or claim a list of companies, you represent to us that you are the owner or authorized representative of that company. You may not impersonate, create or use an

account for anyone other than yourself, provide an email address other than your own, create multiple accounts or business lists unless we authorize otherwise, or give or use false information to gain access to a company listed in the Services to which you are not legally entitled. You admit that any false accusation of any business listing could result in Bakeli or a third party suffering significant financial damages and losses for which you may be held liable.

- iv) You are also accountable for all activities that occur on your account. You agree to notify us directly of any unofficial use of your account so that we can take any necessary corrective action. You also agree that you will not allow any third party to use your Bakeli account for any purpose and that you will be responsible for such illegitimate access.
- v) On creation of an account, you agree to receive certain communications regarding Bakeli platform or services. For example, you can receive comments from other customers or other customers can follow the activity on your account. You can decline or manage your preferences regarding non-essential notifications through your account settings.

2. Additional terms

- i) To connect you with certain bakeries, we offer value-added services through our location based feature mobile application for which we have to capture user's location details. If you do not want your location to be recorded in this way, do not use Bakeli's location based feature which can be turned off via your mobile settings. You give your express consent and allow Bakeli to record all of this information when you use the Bakeli's mobile platform to provide you better services..
- ii) You agree to use the Services only for the purposes which (a) the Terms and (b) any law, regulation or generally accepted practice or policy in any applicable jurisdiction permit.
- iii) You agree to use the data that Bakeli holds (as available on the Services or by other means such as API, etc.) for personal use / purposes only and not for commercial purposes (except to claim access to your business entry) unless agreed in writing by/with Bakeli.
- iv) You agree that you will not engage in any activity that obstructs or disrupts the Services (or the servers and networks that are connected to the Services). You must not delete or review any material or information posted by other customers, and you must not engage in spam, including but not limited to any form of unsolicited email, posting, or communication.

G. Content

1. Ownership of content and proprietary rights of Bakeli

- i) We, Bakeli, being the sole and exclusive copyright owners of the Services and our content, we are also the exclusive owners of the worldwide copyrights, logos, service marks, trademarks, trade names, trade dress, and other intellectual and proprietary rights (the "Intellectual Property Rights") in connection with the Services and Bakeli Content, which may have copyrights, patents, Trademarks, and other applicable proprietary and intellectual property rights and laws. You acknowledge that the Services contain original works and have been initiated, ran, compiled, prepared, reviewed,

selected and organized by us and others using evaluation methods and standards that have been developed and applied with considerable expenditure of time, effort and money and represent valuable intellectual property of us and others. In addition, you acknowledge that the Services may contain information that Bakeli considers confidential and that you may not disclose such information without the prior written consent of Bakeli.

- ii) You agree to protect the property rights of Bakeli and the property rights of all others who have rights to the Services during and after the term of this Agreement and to comply with any reasonable written request from us or our content providers and licensors or otherwise to Protect your contractual, legal and common law rights over the Services and those of others. You acknowledge and agree that Bakeli (or the Bakeli's Licensors) owns all legal rights, title, and interest in the Services, including intellectual property rights that exist in the Services (whether or not those rights are registered, and in anywhere in the world where there may be them). Rights). In addition, you acknowledge that the Services may contain information that Bakeli considers confidential and that you may not disclose such information without the prior written consent of Bakeli. Unless you agree, or in writing with Bakeli, nothing in the Terms gives you the right to use service marks, trade names, trademarks, domain names, logos and other distinctive trademarks of Bakeli.

2. Your license for the content of Bakeli

- i) Bakeli grants you a personal, limited, non-exclusive, and non-transferable license to access and use the Services only as expressly permitted in these Terms. You may not use the Services for any illegal purpose or contrary to these Terms. You can only use the information available through the services for your personal and non-commercial use. You agree you will not copy, use, distribute, modify, display, broadcast, reproduce, translate, reformat, incorporate into advertising and other works, sell, promote, create imitative works of, or in any way use or allow others to use Bakeli in its entirety or in part, unless expressly approved by us. Unless expressly granted to you in writing, we do not grant you any other explicit or implicit rights or licenses to the Services, Bakeli content, or our intellectual property rights.
- ii) If you violate any of the license terms that are contained in this section may result in the immediate cancellation of your right to use the Services, as well as possible liability for copyright and other intellectual property rights as required by the circumstances.

3. Bakeli License for Your or Customer's Content

In light of your use of the services on the Bakeli platform and by submitting your content, you irrevocably grant Bakeli a perpetual, irrevocable, worldwide, non-exclusive, fully paid and royalty-free, assignable, sub-licensable and transferable license and the right to use your content (including content that is shared by any business user who has access to a "bakery business page" to manage claimed business listings or otherwise) and all intellectual property rights therein for any purpose, including API partnerships with third parties and all existing media now or in the future. By "use" we mean to use, copy, display, distribute, modify, remodel, translate, incorporate in advertising and other works, examine, market, promote, and create derivative works.

In the case of third-party services, their users and others do the same. You grant us the right to use the name or username you provide in connection with your content. You with assurance waive any claim and assertion of moral rights or powers in relation to your content, which are raised against Bakeli or its customers, third party services and its users.

4. Representations about your content or that of the client

- i) You are responsible for your content. You represent and warrant that you are the sole author, owner or control of all rights to your content, or that you have received express permission from the owner of the rights to submit your content. Your content was not delivered by using an automated process such as a bot script; Our use of your content, third party services and our users and those of third parties will not infringe or infringe any rights of yours or of third parties; Your contents are true and accurate; and its content does not violate policies and guidelines or applicable law.
- ii) If your content is a review, you have to authorize that you that you are the review's sole author; the rating reflects an actual experience you had; you have not been paid or rewarded in any other way in connection with the creation or publication of the review; and you have not had any competitive, financial, or other personal reason to write or post a review other than a fair statement of your honest opinion.
- iii) You presume all risks associated with your content, including dependency on others for its quality, accuracy, or reliability, or any disclosure of information in your content that makes it personally recognizable. While we reserve the right to remove any content, we do not control any action or content posted by our clients and we do not guarantee the accuracy, integrity, or quality of any content. You acknowledge and agree that customer posted content and any liability arising from such content is solely the responsibility of the customer who posted the content and not Bakeli.

5. Removal of Content

Bakeli reserves the right, at any time and without prior notification, to remove, block or disable access to any content that we consider offensive, that violates the contract, or that is detrimental to the services or for any reason or no reason to our clients in our sole discretion. Subject to the requirements of applicable law, under no circumstances are we obligated to return your content to you. In addition, the restaurant reserves the right, in its sole discretion, to remove all images and images that are part of the customer's content from that bakery/bakery listing page.

6. Links with Third Party and its content

- i) A few of the content available through the Services may contain or refer to third-party material, such as third party reservation services or online food delivery/ordering. It is requested to you to note that the usage of such third party services is subject to the terms of use and privacy policy of the relevant third party provider. We may receive business addresses, phone numbers, and other contact information from third-party vendors who obtain your information from public sources.

- ii) We, Bakeli, hold the right, at our sole disposition and without obligation, to make improvements or corrections to errors or omissions in any part of the content accessible through the Services. We may, at our sole discretion and without obligation, review any updates, modifications or changes to any content accessible through the Services, but we will not be responsible for any delays or inaccuracies associated with such updates. You acknowledge and agree that Bakeli is not responsible for the availability of such external websites or resources and that such external websites or resources do not endorse or are available advertisements, products or other materials.
- iii) Any third party content that includes the content our clients post, does not reflect our views or those of our parent, subordinate, affiliates, subsidiaries, officers, employees, directors, or shareholders. Furthermore, no content available through the services is validated or verified by the licensors or providers of such third party content. We do not assume any authority or liability for your content or the content of the third parties.
- iv) You also acknowledge and consent that we are not responsible for any loss or disfiguration you incurred on the availability of and the reliance on those third party sites or resources.

7. Reviews by customers

- i) Ratings by customers or bakery ratings do not attest the opinion of Bakeli. We get multiple bakery reviews or ratings from customers that reflect customer opinions. It is important to note that each review published on Bakeli represents only the personal opinion of the customer/reviewer. Bakeli is a neutral platform that exclusively provides a means of communication between customers / reviewers, including customers or baker/bakery owners / representatives, with access to the bakeli business page. Ads served on the Bakeli platform are independent of the ratings these advertisers receive.
- ii) Since Bakeli is a neutral platform, we do not resolve disputes. However, if anyone posts a review that the bakery believes is not true, it is best for the bakery representative to contact the one who reviewed or post response publicly to clear up any misbelief. If the bakery believes that any customer's review violates any of Bakeli's policies, the bakery may write to us bakeli.helpdesk@gmail.com and notify us of the violation. Bakeli may, in its sole discretion, remove the review if the review violates the Terms or the Content Policies and Guidelines, or damages the Services.