

# Terms and Conditions

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“You” and “Your” refers to the persons accessing this application. If you do not agree to these Terms of Use, any of the related documentation linked below or other restrictions notified to you during the course of your use of this application/website you are not permitted to, and agree not to, use or access this application/website.

## TERMS OF USE

### 1. Acceptance of Terms

By scanning our QR code and using our app, you acknowledge that you have read, understood and agree to be bound by the stipulation in these terms and conditions. If you do not agree with these terms and conditions, please refrain from using our application. Your utilization of the application/website, and any application, software or services accessible through it are subject to these Terms of Use, unless such services are covered under a distinct agreement. Certain conditions may be applicable to the use of specific services and other items furnished to you on the application/website.

### 2. License

Our application is licensed , not sold , to you for use only under the terms of this license. We reserve all rights not explicitly granted to you under this license. Any and all intellectual property rights associated with the application/website and its contents are the sole property of Wisebee Pvt. Ltd. or third parties. Our application/website’s contents are the sole property of Wisebee Pvt. Ltd.. Our application/website’s content is protected by applicable copyright and other laws.

### **3. Use of Application**

You may only use our application for legitimate reasons and in accordance with these terms and conditions. You agree not to use the application for any unlawful purpose or in any way that could damage, disable, inability to function, overburden or impair the application. You will not use fake names or impersonate any person or organization. Violation Of any of these may result in debarring you from using our application without prior notice or explanation.

### **4. User accounts (For Hosts)**

You need to create a user account to use any feature and services of our application. You agree to provide accurate personal details by registering and keeping it updated. You are responsible for maintaining the confidentiality of your user account login credentials and for any activities that occur under your account.

We reserve all rights to cancel the username and refuse registration. It is prohibited to grant access to or allow the usage of this application/ website or any of the content available on it, to any commercial entity or organization that offers services to the general public.

### **5. Log-in(For customers)**

You need to login using a valid phone number to use our application. You may never share the OTP(One Time Password) given at the time of login. It is your responsibility to maintain confidentiality of your login credentials. You must not permit access to or use this application/website or any of the material on or obtained from this application/website to any commercial entity or other organisation providing a service to the public.

### **6. Copyright and trade mark information**

All the content available on this website/application, including the software code and data, is safeguarded by copyright, trademarks and /or other forms of intellectual property rights. Wisebee Pvt. Ltd. is the rightful owner of these materials, or theory have been used with permission from the respective owners, or authorized by law. Such protected material comprise but are not restricted to text, trademarks, source code, databases, logos, photographs, images, video and audio clips, designs, and other materials found on this application/website. All rights reserved, worldwide.

Users are prohibited from downloading, printing, or reproducing any portions of the website/application for their personal, non-commercial use and entertainment. Any other utilization of the materials available on this website/application, including photographs, articles, software, video clips, and logos, is strictly forbidden. Such unauthorized use may involve activities such as extraction, redistribution, republication, modification, broadcasting, sale, or making any information or material accessible to third parties. Moreover, you are required to all copyright notices, information, or restrictions feature in any material accessed through this website. Any unauthorized use of this application/website or its content may be unlawful, and result in claims for damages or criminal charges.

## **7. Privacy Policy**

Our application collects and uses personal information as outlined in our Privacy Policy. By using our application, you consent to our collection and use of your personal information as described in our Privacy Policy. At Sahiyog (Wisebee Pvt. Ltd.), we are dedicated to safeguarding your privacy and adhering to all applicable data protection and privacy laws to protect the personal data that you provide to us during the use of our application/website. When we refer to "Personal Data", we are referring to any information that relates to an identified or identifiable natural person. We will process your personal data solely for the purpose of fulfilling services. Additionally we use cookies- small information files that store and retrieve details about your visit to our website.

## **8. Intellectual Property**

Our application and its entire contents, features and functionality are owned by us and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

## **9. Updates and changes**

We reserve the right to update or modify our app at any time. We may also change terms and conditions without prior notice. Your continued use of our application after any such changes constitutes your acceptance of the revised terms and conditions.

## **10. Your commitment**

In addition to the other limitations specified in these Terms of use, you acknowledge and agree to the following:

- a. You shall not conceal the source of any information transmitted through the application/website.
- b. You shall refrain from posting false or deceptive information on the application/website.
- c. You shall not use or access any services, information, applications, or software accessible through the application/website in any way that is not expressly authorized by Wisebee Pvt. Ltd.
- d. You shall not introduce or upload any data to the application/website that contains viruses, Trojan horses, worms, time bombs, or any other computer programming codes intended to harm, obstruct, intercept, or expropriate any system, the website, or information or that infringes on the intellectual property rights of others.
- e. You are prohibited from using or accessing the Wisebee Pvt Ltd systems or services, or the application/website, in any way that Wisebee Pvt. Ltd deems detrimental to the performance or functionality of the Wisebee Pvt Ltd's services, application/website, or interferes with the ability of authorized parties to access the Wisebee Pvt Ltd's services or application/website.
- f. Without the express written consent of Wisebee Pvt Ltd, you are not permitted to frame or use framing techniques to enclose any part or feature of the content or information.

By agreeing to these Terms of Use, you commit to following and adhering to all instructions and procedures established on this application/website. You understand that a failure to comply with all directives and procedure may result in the inadvertent purchase of goods or services, forfeiture of your services, denial of access to this application/website, and possible legal action taken against you.

## **11. Termination**

We hold the right to terminate or suspend your access to our app at any time, without prior notice, for any reason, including if you violate these terms and conditions. You acknowledge and agree that Wisebee Pvt. Ltd. reserves the right to suspend or terminate your access to the application/website, as well as the Wisebee Pvt. Ltd.'s services, information and content at any time and for any reason or no reason at all, in its sole discretion. Even if others are still permitted to access and use the application/website, Wisebee Pvt. Ltd. may decide to suspend or terminate your access. In such event, you must immediately (a) cease using the application/website and (b) delete any copies of the content that

you have made. If you continue to access the application/website after the termination, suspension, or discontinuation, you will be considered to have trespassed. You also agree that Wisebee Pvt. Ltd. will not be liable to you or any third party for any suspension or termination of your access to the application/website.

## **12. Disclaimer of Warranties**

Our application is offered “as is” and without any warranties, whether expressed or implied. We take reasonable measures to avoid any error or interruption. We do not guarantee that the application will be error-free or uninterrupted. Sahiyog may be unavailable for maintenance or any other reason.

## **13. Limitation of Liability**

In no event shall we be liable for any direct, indirect, incidental, special or consequential damages arising from or in connection with the use or inability to use or application.

## **14. Cancellation (Customer)**

You have the right to cancel an order within a reasonable time and before the order becomes a “confirmed Order” i.e Order is changed to in Progress status.

Customers can cancel an order through App or by contacting the table host. You will not be charged for the canceled orders in accordance with this clause. Any order canceled after it becomes a “confirmed order” will be charged to you. Sahiyog alone will determine whether an order is a confirmed order or not.

## **15. Price and payment**

The price of any item will be listed on our App. Prices will vary between menus. Prices are liable to change at any time, but changes will not affect order already placed in “confirmed order”.

Payment can be done by cash, credit or other payment options such as fonepay after completing the order or after the services provided.

## **16. Governing Law**

These terms and conditions shall be governed by and constructed in accordance with the laws of the jurisdiction of Nepal.

**17. Entire agreement**

These terms and conditions constitute the entire agreement between you and us regarding the use of our application.

If you have any queries or concerns about these terms and conditions, please feel free to contact us at [services@sahiyog.com](mailto:services@sahiyog.com) .