

Welcome to GrocerApp!

Here you can find all the terms and conditions that we apply in order to perform our provided services at the highest level of our standards. If you're here, that means you're smart enough to read them carefully before using our services.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT APPLY TO YOUR PURCHASES.

GENERAL SCOPE

GrocerApp provides software-based delivery services for goods such as food, beverages and other grocery products (collectively, Groceries). These terms (Terms of Service) apply when you use the GrocerApp mobile applications or websites (collectively, Services). The Services are restricted to the selected territory of Pakistan.

By using the Services, you automatically agree to the Terms of Service.

GrocerApp is a platform for facilitating the exchange of services between individuals (User) who are willing to order Groceries via our partners (Shops) that are willing to collect and deliver the ordered Groceries.

REGISTRATION and ORDERING PROCESS

2.1. Registration

You are the sole authorized User of any account (Account) you create using the Services. Your action of registration constitutes your acceptance of the Terms of Service and the Privacy Policy, and you state that you are not less than 18 (eighteen) years of age. Registration is free of charge. No entitlement exists for admission to the Service. The data required for registration provided by the User must be complete and accurate. The User is responsible for updating his/her own data that can be amended at any time from the respective interface of the Service. GrocerApp has no responsibility over the use of the User account and expressly disclaims any liability therefrom. Should you suspect that any unauthorized party might be using your Account, you are obligated for your own security to notify GrocerApp immediately by emailing us at info@grocerapps.com. By providing your mobile phone number to GrocerApp pursuant to the use of the Service, you hereby affirmatively consent to our use of your mobile phone number for contacting you directly in order to perform the Services, including but not limited to occasionally send notifications, text messages with promotional offers, service updates and reach out to you to survey regarding the quality of our services

2.2. Order placement / contractual relationship

By placing an order, the User confirms the accuracy of all the information he/she provides. Orders are confirmed to the User within Service interface. No contractual relationship exists between User and GrocerApp. GrocerApp may decide for any reason whatsoever to not accept an order and to refuse to perform it. User may schedule the order for a selected time, date, week or month as per availability of Service.

2.3. Variety limitations

The range and prices of Groceries may differ depending on the delivery location.

2.4. Volume limitations

User might be contacted by GrocerApp to confirm the order in the following cases:

If the total items in an order exceed 100 items or if an order contains 25 or more same items

If the order placed requires more than one delivery personnel to be handled by due to volume limitations.

In all cases, GrocerApp reserves the right to limit the delivery quantity for particular products or, if needed, not to deliver a particular product at all as per the availability of the Groceries.

2.5. Amending and cancelling orders

The User may not be able to amend the order once it has been confirmed as per the technical features provided by the Service. A confirmed order is eligible for cancellation for a limited time period until it is disbursed for delivery post to its submission as per the technical specifications of the Service.

2.6. Incomplete order fulfillment / Substitution

The primary objective of GrocerApp is to deliver all the products ordered in the right quantity and to a high quality standard. User acknowledges that the Groceries are subject to stock availability and to human errors. GrocerApp reserves the right to amend your order in whole or in part, at any time and without liability or compensation remove any item that is out of stock, damaged, spoiled, or unavailable for any other reason, to successfully complete your order. It's in our best intention to maintain the replaced item's price the same as per the brand you ordered but in case of a higher valued replacement, the price may increase. We do our best to ensure that all items shown on our website are available to order. If however any product you order is out of stock or unavailable we may send you a push notification enabling you to select a substitute. If an item is not delivered, despite being billed, the amount in question will be credited to the User at a reasonable time after GrocerApp becomes aware of this. No subsequent delivery is obligatory to be made, and the customer is not entitled to claim any further compensation. If for any reason beyond our reasonable control, we are unable to supply

a particular item, we will not be liable to the User. Please note that we will attempt to deliver substitute products in the event that selected products are unavailable, the User may reject these substitutes upon receiving the Groceries. Although we will always try to cater for your orders, an order of unusually large quantities of different or one product can only be fulfilled at the discretion of the Shop.

DELIVERY

3.1. Delivery of Groceries

Groceries will be delivered directly to the delivery address specified by the User. Deliveries are performed either by the Shop personal delivery service or by a delivery partner, depending on the nature of the goods and the delivery location. Goods will be delivered to the front door of private residences (as far as accessible) and to the the reception desk of business Users.

3.2. Delivery times and adherence to delivery periods

GrocerApp endeavors to deliver Groceries within 60 (thirty) to 90 (Ninety) minutes average delivery time location dependant or as scheduled. GrocerApp does not and cannot guarantee that the delivery time frames will be met as there may be factors outside of GrocerApp's control that may result in early or delayed deliveries. You agree that GrocerApp shall not be liable for any deliveries made outside the expected delivery time frame.

3.3. Delivery receipt

After you have placed your order and the Shop has prepared all the items, we will send you an sms with the link to your electronic receipt whenever technologically possible. The receipt is intended to include the final items for which you are requested to pay. The customer may receive a physical copy as well after such a receipt is requested.

3.4. Cancellation of a delivery by GrocerApp

If, for reasons beyond GrocerApp's control - such as an incorrect delivery address, the recipient's absence, lack of an access permit, bad weather conditions, or similar, it should prove impossible or possible only with great difficulty, to carry-out the delivery successfully, GrocerApp is entitled to cancel the User's order. In this event, the User is not entitled to compensation or pecuniary of in kind.

PRICES AND PAYMENT

GrocerApp endeavours to provide you with accurate and up-to-date pricing, product availability and promotional information. Discrepancies are possible and you agree not to hold GrocerApp liable in such instances.

4.1. Prices

All prices are quoted in PAKISTAN Ruppee. Where goods may be charged by weight (fruit, meat, cheese, etc.), the basic price per unit applies. The quantity of such goods actually delivered, and therefore the price charged, may differ from the quantity originally ordered. For prepacked and price-labelled fresh products, the applicable price is the one in force when the order is prepared. GrocerApp reserve the right to change prices as to update them at any moment.

4.2. Payment methods / creditworthiness

You can choose from the following ways of paying on delivery, depending on the products and the means of dispatch and as per technical availability:

Cash on delivery

Any dispute or claim arising out of or in connection with this website shall be governed and construed in accordance with the laws of Pakistan.

Pakistan is our country of domicile.

Minors under the age of 18 shall be prohibited to register as a User of this website and are not allowed to transact or use the website.

If you make a payment for our products or services on our website, the details you are asked to submit will be provided directly to our payment provider via a secured connection.

The cardholder must retain a copy of transaction records and Merchant policies and rules.

The User can select which payment method is preferred. The payment methods available are displayed for selection when the order is finalized. If for any reasons it is impossible to perform the payment with credit card, GrocerApp is entitled to offer the User the only cash on delivery payment option.

PRODUCT DECLARATION

5.1. Product information

We take care to update the product information in the Service regularly. In rare cases, the information may deviate from the details printed on the product packaging. In such an instance, the information on the packaging takes precedence. Because recipes may change anytime, we recommend that you regularly consult the ingredients list and allergy-related information on the packaging.

GUARANTEE of DATA COMMUNICATION

Given the current state of the technology, no guarantee can be given that data communication via the internet will be error-free and/or available at all times. GrocerApp therefore accepts no liability in respect of the constant, uninterrupted availability of the online shop, nor for technical

and electronic faults during a sales transaction, in particular for any delay in processing or accepting orders.

SPECIAL PRODUCT CONDITIONS

7.1. Prepay mobile phone credit

GrocerApp sells mobile phone cards of various providers as for example: Mobilink, Zong & Warid. Mobile phone cards should be activated as soon as possible. The activation code is valid only once. No exchanges or refunds are permitted.

DISCOUNTS, PRIVILEGES & VOUCHERS

8.1. Special offers

The User accepts that offers available from GrocerApp often differ from those available from Shop sales channels.

8.2. Loyalty bonuses

GrocerApp may award loyalty bonuses in a form solely decided by GrocerApp and may withdraw loyalty bonuses at any point and without warning or liability

CUSTOMER SERVICE & COMPLAINTS

GrocerApp Customer Service provides information and personal advice regarding any questions, problems or complaints about GrocerApp services. E-mail: info@grocerapps.com
Missing items must be reported immediately on reception of the Groceries, otherwise Groceries are considered to have been accepted by User as being in perfect condition. Latent defects must be reported to GrocerApp Customer Service immediately after they come to light, although in these cases there are limitations of error acknowledgement.

GENERAL TERMS

10.1. Data protection

Data collected are treated as confidential and in good faith. When registration is made, your data is collected for business and marketing purposes in the form of personal information such as last name, first name, address, email address and phone number. In addition to data explicitly entered, information is gathered automatically from the log files when you access the Services interface. GrocerApp makes a distinction between master data (e.g. IP address, time and date of access) and activity data (e.g. name of file accessed, paths clicked on). For statistical purposes, this data is anonymously assessed.

10.2. Release

YOU AGREE THAT NEITHER GROCERAPP NOR ITS AFFILIATES OR LICENSORS ARE RESPONSIBLE FOR THE FITNESS OR CONDUCT OF ANY Shop. NEITHER GROCERAPP NOR ITS AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH THE ACTS OR OMISSIONS OF ANY Shop. IN THE EVENT YOU HAVE A DISPUTE WITH ANY Shop, YOU HEREBY RELEASE GROCERAPP AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, LIABILITIES, COSTS, INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES, LOSS OR DAMAGE OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

10.3. Shop license/ Submissions

Service may now or in the future permit the submission, sharing or publishing of photographs, communications or other content submitted by you and other users ("User Submissions"). Other than personally identifiable information, which is covered under the GrocerApp Privacy Policy available at www.grocerapps.com/privacy, any User Submission transmitted or posted to this Software Applications will be considered non-confidential. In addition, by submitting any User Submission to GrocerApp, you hereby grant GrocerApp a perpetual, worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display and perform the User Submission in connection with the Services, the Support and GrocerApp's business. We hereby grant each User of the Service a non-exclusive license to access their User Submissions through Service and to display and publicly perform such User Submissions as permitted through the functionality of Service and under these Terms and Conditions. In connection with the User Submissions, you agree that you will not submit material that: (i) is copyrighted, subject to privacy or publicity rights or otherwise subject to third party proprietary rights unless you are the owner of such rights or have permission from the owner to submit the material and to grant GrocerApp all of the license rights granted herein; (ii) is unlawful, obscene, harassing, defamatory, libelous, pornographic, hateful, racially or ethnically offensive or is otherwise inappropriate; (iii) could damage the reputation of GrocerApp or any third party; or (iv) impersonates another person. GrocerApp reserves the right to remove any User Submissions at its sole discretion and without notice or liability to you or to any other person. GrocerApp does not endorse any User Submission or any opinion, recommendation or advice therein, and GrocerApp expressly disclaims any and all liability in connection with any User Submission. You understand and agree that you may be exposed to User Submissions that are inaccurate, offensive or otherwise objectionable, and you hereby agree to waive and hereby do waive any legal or equitable rights or remedies you may have against GrocerApp with respect thereto. GrocerApp may provide links to Software Applications owned or operated by third parties. GrocerApp does not endorse the content or any products or services available on such Software Applications and is not responsible for such content or its security. Your linking to any other Software Applications from this Service is at your own risk.

10.4. Disclaimer

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10.5. Limitation of Liability

YOU AGREE THAT GROCERAPP SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH (I) YOUR USE OF THE SUPPORT; (II) THE LIABILITY OR FITNESS OF ANY CUSTOMER (III) IN CONNECTION WITH THE PERFORMANCE OF OR BROWSING IN THE SOFTWARE APPLICATIONS OR YOUR LINKS TO OTHER SOFTWARE APPLICATIONS FROM THIS SOFTWARE APPLICATIONS, EVEN IF GROCERAPP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU FURTHER AGREE THAT GROCERAPP SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM INTERRUPTION, SUSPENSION OR TERMINATION OF SERVICES, INCLUDING WITHOUT

LIMITATION ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER SUCH INTERRUPTION, SUSPENSION OR TERMINATION WAS JUSTIFIED OR NOT, NEGLIGENT OR INTENTIONAL, INADVERTENT OR ADVERTENT. IN NO EVENT SHALL GROCERAPP'S TOTAL LIABILITY TO YOU FOR ANY LOSSES ARISING HEREUNDER EXCEED THE AMOUNTS PAID BY YOU TO GROCERAPP HEREUNDER. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTIES OR OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. SHOULD A JURISDICTION BE ADVERSE TO A LIMITATION OR EXCLUSION OF WARRANTIES, SUCH PROVISION SHALL BE DEEMED SEVERABLE FROM THIS AGREEMENT AND THE OTHER PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

10.6. Waiver

No waiver of any rights or remedies by GrocerApp shall be effective unless made in writing and signed by an authorised representative of GrocerApp. A failure by GrocerApp to exercise or enforce any rights conferred upon us by Terms of Service shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

10.7. Indemnity

You agree to defend, indemnify and hold harmless GrocerApp and its officers, directors, employees, agents and affiliates (each, an Indemnified Party), from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from your unauthorized use of the Software Applications or from any breach by you of Terms of Service, including without limitation any actual or alleged violation of any federal, provincial or local statute, ordinance, administrative order, rule or regulation. GrocerApp shall provide notice to you promptly of any such claim, suit or proceeding and shall have the right to control the defense of such action, at your expense, in defending any such claim, suit or proceeding.

10.8. Termination

At its sole discretion, GrocerApp may modify or discontinue Service, or may modify, suspend or terminate your access to Service or the Support, for any reason, with or without notice to you and without liability to you or any third party. In addition to suspending or terminating your access to Service or the Support, GrocerApp reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress. Even after your right to use the Support is terminated, your Account will remain enforceable against you. You may terminate Account at any time, however GrocerApp do not guarantee its termination due to

technical availability. All provisions which by their nature should survive to give effect to those provisions shall survive the termination of Account.

10.9. Dispute Resolution

The parties shall first attempt to resolve any dispute related to this Agreement in an amicable manner by mediation with a mutually acceptable mediator. If unable to agree upon an acceptable mediator, either party may ask a mutually agreed upon mediation service to appoint a neutral mediator, and the mediation shall be conducted under the Commercial Mediation Rules of the mutually acceptable mediation service. Any disputes remaining unresolved after mediation shall be settled by binding arbitration conducted in Lahore, Pakistan utilizing a mutually agreed arbitrator or arbitration service. The arbitration shall be conducted under the Commercial Arbitration Rules of the mutually agreed arbitrator or arbitration service. Both parties shall be entitled in any arbitration to conduct reasonable discovery, including document production and a reasonable number of depositions not to exceed five per party. The prevailing party shall be entitled to recover its costs and reasonable attorney's fees, as determined by the arbitrator. The arbitrator shall be required to follow the law.

10.10. Governing Law and Severability

This Agreement is governed by the laws of Pakistan, The Pakistan courts shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement, and each party hereby consents to the jurisdiction and venue of such courts. Without regards to its conflict of laws principles. If any provision of this Agreement is found to be invalid in any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Any offer for any product, feature, service or application made on this Software Applications is void where prohibited.

10.11. No Agency

No independent contractor, agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

10.12. Changes to the Agreement

GrocerApp reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement, effective with or without prior notice. Your continued use of the Software Applications or the Support following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. Contact us If you have any comments or questions, please do not hesitate to reach out to us at info@grocerapps.com

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