

Privacy Policy

1. SCOOLEMEAL FOODVENTURES PRIVATE LIMITED ("**Bonapetit**", "**we**" or "**us**") are committed to respecting your privacy and ensuring the safety of any personal information you have provided us. This Privacy Policy sets out the information practices of www.bonapetit.com and use of the Bonapetit applications for mobiles and other devices ("**Application**") including the type of information that is collected, how the information is collected, how the information is used and with whom it is shared. Reference to "**you**" in this Privacy Policy refers to the users of this Application and Customers (as defined below) whether or not you access the services available on the Application or consummate any transaction on the Application ("**Users**").
2. Bonapetit is a service that is owned by sCoolMeal Foodventures Pvt Ltd that is in the business of providing services related to curating and serving, nutritious and wholesome food, including but not limited to sourcing, preparation and delivery of a balanced meal to corporate employees within and around cities in India ("**Services**"). Bonapetit's customers include but are not limited to (i) Corporate employees, (ii) Residents of certain areas where we deliver to, who registers for our Application ("**Customers**"). Any information about any customer to her/his name, office and office address, delivery timings desired, and allergy information that is accessed by Bonapetit to provide Services for its Customers shall be referred to as meal information ("**Meal Information**"). Bonapetit shall not at any time collect, store, manage and/or use the any financial information such as billing address, bank account or credit card or debit card or CVV Number or other payment instrument details of any User. All such information shall be collected by a third party payment service provider and you as a User are requested to read the privacy policies of such third party payment service provider to understand how they will collect such Information. Any person who provides Meal Information shall be referred to as Customer ("**Customer**").
3. By using or accessing this Application, you agree to the terms of this Privacy Policy and the Terms of Use [www.bonapetit.com/termsfuse] (incorporate by reference herein). You also expressly consent to our use and disclosure of your Personal Information (as defined below) in any manner as described in this Privacy Policy and further signify your agreement to this Privacy Policy. Please read this Privacy Policy carefully before you download, install or use the Application. If you do not agree to this Privacy Policy, you may not install, download or use the Services and / or Application. By installing, downloading or using the Services, you signify your acceptance to this Privacy Policy and the Terms of Use (being incorporated by reference herein) which takes effect on the date on which you download, install or use the Application, and create a legally binding arrangement to abide by the same. Capitalised terms undefined herein shall have the same meaning assigned to them in the Terms.
4. **Definitions**
 - a. "**Force Majeure Event**" shall mean any event that is beyond our reasonable control and shall include, without limitation, sabotage, fire, flood, explosion,

acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to your mobile or storage device, crashes, denial of service (DoS) attacks, breach of security and encryption.

- b. "**Personal Information**" refers to any information that identifies or can be used to identify, contact or locate the person, to whom such information pertains including, but not limited to, name, address, phone number and email address disclosed by you in relation to the services available on the Application.
- c. "**Sensitive personal data or information**" consists of Personal Information and Meal Information relating to the following:
 - passwords;
 - financial information such as Bank account or credit card or debit card or other payment instrument details;
 - physical, physiological and mental health condition;
 - sexual orientation;
 - medical records and history;
 - biometric information;
 - any detail relating to the above clauses as provided to body corporate for providing service; and
 - any of the information received under above clauses by body corporate for processing, stored or processed under lawful contract or otherwise
- d. "**Third Party**" refers to any person or entity other than you or us.

5. **Personal Information that may be collected and manner of its use**

- a. Bonapetit collects Personal Information and Meal Information from the Customers in order to provide Services to Children.

Bonapetit may also collect information contained in e-mails, and feedback messages sent from Users to Bonapetit.

Information may be collected from Customers in the following manner:

- (i) Typing-in-data (when Customer registers for the Services by creating a Bonapetit Account or by signing up through an existing Third Party Account on a Social Networking Site ("**SNS**"), or types a message to send to us, or types a search request, or completes an optional form);
 - (ii) Uploading a document, image or other data file; or
 - (ii) Authorising us or other users and Customers or other Third Parties to import or retrieve information on your behalf or, including, without limitation, your employees.
- b. You can also register to join by logging into online accounts you may have with Third Party SNS (e.g. Facebook); each such account, a "**Third Party Account**", via our Application as described below. As part of the functionality of the Application and Service, you may link your Bonapetit Account with Third Party Accounts, by either: (i) providing your Third Party Account login

information to us through the Application or Service; or (ii) allowing us to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account. You represent that you are entitled to disclose your Third Party Account login information to us and/or grant us access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating us to pay any fees or making us subject to any usage limitations imposed by the applicable SNS. If you decide to register by logging into a Third Party Account via our Application, we will obtain the Personal Information you have provided to the applicable SNS (such as your "real" name, email address, profile picture, names of SNS friends, names of SNS groups to which you belong, other information you make publicly available via the applicable SNS and/or other information you authorize Bonapetit to access by authorizing the SNS to provide such information) from your Third Party Accounts and use that information to create your Bonapetit Account and Bonapetit Account profile page and you will become a Member. Depending on the Third Party Accounts you choose and subject to the privacy settings that you have set in such Third Party Accounts, you understand that by granting us access to the Third Party Accounts, we will access, make available and store (if applicable and as permitted by the SNS and authorized by you) the information in your Third Party Accounts so that it is available on and through your sCoolMeal Account on the Application and Service. If there is information about your "friends" or people with whom you are associated in your Third Party Account, the information we obtain about those "friends" or people with whom you are associated, may also depend on the privacy settings such people have with the applicable SNS.

- c. **Cookies:** Cookies are small pieces of information saved by your browser. Cookies are used to record various aspects of your visit and assist us to provide you with uninterrupted service. Cookies may be set in your browser by us when you access the Application.

This anonymous information is maintained distinctly and is not linked to the Personal Information that you submit to us. We use cookies collected to:

- (i) Authenticate your login information;
- (ii) Enable security features;
- (iii) Improve and develop the features of the Application;
- (iv) Save Customer preferences;
- (v) Preserve session setting and activity;
- (vi) Allow Customers to auto-fill sign-in pages of websites they frequently visit.

Please feel free to change your browser settings if you do not wish to accept cookies. However, please note that changing your browser setting may affect your experience on the Application.

- d. **Third Party Tools:** We work with certain Third Parties who deploy their own Engagement Tools on our Services. In some instances the Third Party performs services exclusively for Bonapetit and in other cases they may retain and use data they collect from publicly available information.
 - e. **Engagement Tools:** In addition to the cookies, we may also collect information to enable us to better understand you so that we can improve the quality of the Service and your user experience; to assist our customer service and technical support personnel; and put processes in place to prevent fraud and unlawful use. In an effort to make the Application effective and improve the Application, certain information may be collected each time you access the Application. Such information may be saved in server logs in an encrypted form which may not identify you personally. Such information or data may include, but shall not be limited to, IP address, your server details, duration of your visit, date, time or purpose of your visit, your past transactions, etc. The abovementioned data may be used by us and may be shared with our sponsors, investors, advertisers, developers, strategic business partners or other associates for analytics and to enhance and develop the user experience in relation to the Application.
6. **Uses of the information collected:** We make all efforts to ensure that we collect only such Personal Information and Sensitive personal data or information that we believe to be relevant in order to provide Services to Customers and to record, support, facilitate your access to the Application. Any Personal Information and Sensitive personal data or information that we collect shall not be sold to any third party.
- a. **General use:** Information collected from Customers such as the current location, browser information and IP address is collected and stored to provide better web experience. In addition to the foregoing, Bonapetit uses the information collected for purposes, including but not limited to:
 - Operating, maintaining, managing and administering our Services, including processing registrations and facilitating payments to the extent necessary, and providing customer support;
 - Responding to questions and communications, which we retain in the ordinary course of business;
 - Administrative announcements about features, functionality, terms or other aspects of our Services; and, if applicable, informing you about offers for services or products we believe may be of interest;
 - Safeguarding and protecting our Services, the information they safeguard, the rights of third parties and in response to legal process, in each case;
 - Auditing, research, measurement and analysis in order to maintain, administer, enhance and protect our Services, including analyzing usage trends and patterns and measuring the effectiveness of content, advertising, features or services;
 - Creating new features and services; and
 - Contextual and cookie-based automated content delivery, such as search results.

- b. **Sensitive personal data or information:** Sensitive personal data or information with respect to food allergies of children will be collected, stored and transferred to Bonapetit in order to complete registration and evaluate if the Services may be provided to such Users.
- c. **User feedback:** Messages and feedback posted by a User on the Application is collected and processed by Bonapetit in order to troubleshoot issues and provide Customer support. Any other information collected by Bonapetit will be used to provide and enhance the Services.
- d. **Sharing information with Third Party service providers in relation to the Application:** To the extent necessary to provide you the Application, we may provide your Personal Information to Third Party contractors who work on behalf of or with us to provide you with such services, to help us communicate with you or to maintain the Application.

By submitting your Personal Information, you expressly consent to the sharing of your information with Third Party payment processors, other Third Party services, such as delivery agencies, for the use of the Services.

- e. **Communication:** We may offer email notifications, short message service (sms), multimedia message service (mms) or other forms of communication to share information with you about certain promotions or features the Application may choose to offer or about our affiliates, subsidiaries, business partners, advertisers and sponsors. You may receive such communication when you have registered as a user. Further, if you are a registered user, any material change to this Privacy Policy and the Terms may be communicated to you via email sms or other forms of communication.
- f. **Retention of information:** Bonapetit retains the right to maintain copies of all information submitted on the Application, including but not limited to, Personal Information and Sensitive personal data and information in encrypted form for its records.

7. **Link to Third Party apps and websites**

- a. The Application and any communication sent to you may also contain/display Third Party advertisements and links to other websites or products and services. You agree and acknowledge that these apps and websites are operated by Third Parties and are not controlled by, or affiliated to, or associated with us unless expressly specified. We are not responsible for any form of transmission, whatsoever, received by you from any such Third Party. Accordingly, we do not make any representations concerning the privacy practices or policies of such Third Parties or terms of use of such websites or apps, nor do we control or guarantee the accuracy, integrity, or quality of the information, data, text, software, music, sound, photographs, graphics, videos, messages or other materials available on such websites or apps. The inclusion or exclusion does not imply any endorsement by us of the website, the Third Party, or the information on the website. The information provided by you to such Third Party websites shall be governed in accordance with the privacy

policies of such websites and it is recommended that you review the privacy policy and the terms of use on any such websites and apps prior to using such websites.

- b. These Third Party websites and apps and advertisers may use technology to send the advertisements directly to your browser. In such cases, the Third Party websites or advertisers automatically receive your IP address. They may also use cookies, JavaScript, web beacons and other technologies to measure the effectiveness of their advertisements and to personalize advertising content. We do not have access to or control over cookies or other features that such Third Party websites and apps and advertisers may use, and the information practices of these Third Party websites and apps and advertisers are not covered by this Privacy Policy. Please contact them directly for more information about their privacy practices.

8. Security

- a. Bonapetit strives to safeguard the security, integrity, and privacy of your Personal Information and to protect your Personal Information from unauthorized access, alteration, disclosure and/or destruction.
- b. Any Personal Information shared by you, shall not be disclosed by Bonapetit for any reason whatsoever, barring the provision or performance of Services, or as mandated by law. In the event a User places a request for information through the Application, Bonapetit will share the User's personal information to authorized persons employed by Bonapetit to answer the User's queries. Such persons will be bound by strict non-disclosure and confidentiality agreements to keep the User's information safe and secure.
- c. Bonapetit requires all third parties with whom it shares any Sensitive personal data or information to implement the same level of data protection that Bonapetit has adopted, as provided for under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (Privacy Rules).
- d. We are not responsible for any breach of security or for any actions of any Third Parties that receive your Personal Information or otherwise. The Services are also linked to many other sites and we are not/shall be not responsible for their privacy policies or practices as it is beyond our control.
- e. Notwithstanding anything contained in this Privacy Policy or elsewhere, we shall not be held responsible for any loss, damage or misuse of your Personal Information, if such loss, damage or misuse is attributable to a Force Majeure Event.

If you have any questions about this Privacy Policy, please feel free to write to us at info@scoolmeal.com