

Terms of Use

(Effective as of April 1, 2018)

The kartbites.com website (the "Site") and the Kartbites application (the "App") are operated by Kartbites Private Limited (the "Company").

The following Terms of Use ("Terms") apply when you use the Site or the App. Since most of the same terms apply to both, the term "Site" is often used in these Terms to refer to both the Site and App.

Please review these Terms carefully. By accessing or using the Site or App, you show you agree to these Terms. *If you don't agree to these Terms, you may not access or use the Site or App.*

ABOUT THE SITE

The Site allows people to share their street food finds and discover new ones. The goal is to catalog the location and information about street food vendors of the world.

The services provided by the Site are called the "Service."

As discussed in our [Privacy Policy](#), when you sign up for the Site you'll be asked to provide certain information about yourself, such as your name, phone number, and email.

Also, please note that the Site is under constant development. New features may be added frequently, so it's important to check back to this page for updates.

CONTENT AND RESTRICTIONS

You may provide text, images, software, videos and/or other material, including third party content ("User Content") that you share using the Site.

Your User Content belongs to you (or to the relevant third parties). However, you grant the Company the following non-exclusive license: a worldwide, transferable and sub-licensable right to use, copy, modify, distribute, publish, and process, information and your User Content that you provide through the Site, without any further consent, notice and/or compensation to you or others.

Other users may access and share your User Content and information, via the Site, social media, email, and otherwise.

To protect your privacy and that of others, we recommend not posting any pictures other than of food, or the food service establishment. The app intends only to make it easy to find ethnic, exotic, local food establishments.

If you wish us to remove your User Content from the Site, please send an email to contact@kartbites.com and we will do so within ten business days of receiving your request. (However, we may retain copies of your User Content, not accessible to the public, on our backup servers even after you request removal.)

You are solely responsible for the User Content that you make available via the Site. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content.

The following rules pertain to User Content. By transmitting and submitting any User Content while using the Site, you agree as follows:

- You are solely responsible for your account and the activity that occurs while signed in to or while using your account;
- You will not post information that is malicious, false or inaccurate;
- You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content, or unless your use of the content is within the scope of fair use; and
- You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Site is solely your responsibility.

The Company is not responsible for any public display or misuse of your User Content. The Company does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we use, may monitor and/or record your interactions with the Site.

USE OF THE SITE

You need to be at least 13 years old to use the Site.

You hereby affirm we have the right to terminate your account with or without prior notice.

USE RESTRICTIONS

Your permission to use the Site is conditioned upon the following restrictions and conditions.

You agree that you will not:

- use, display, mirror or frame the Site or any individual element within the Site, Company's name, any Company trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page or within the App, without Company's express written consent;

- access, tamper with, or use non-public areas of the Site, Company's computer systems, or the technical delivery systems of Company's providers;
- attempt to probe, scan or test the vulnerability of any Company system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Company or any of Company's providers or any other third party (including another user) to protect the Site;
- use any meta tags or other hidden text or metadata utilizing a Company trademark, logo URL or product name without Company's express written consent;
- use the Site, or any portion thereof, for any commercial purpose or for the benefit of any third party other than as permitted by these Terms;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site to send altered, deceptive or false source-identifying information;
- collect or store any personally identifiable information from the Site or from other users of the Site without their express permission;
- impersonate or misrepresent your affiliation with any person or entity;
- sublicense, resell, rent, lease, transfer, assign, time share, or otherwise commercially exploit or make the Site available to any third party;
- use the Site for any unlawful purpose or for the promotion of illegal activities;
- use the Site to attempt to, or harass, abuse or harm another person or group;
- use another user's account without permission;
- interfere or attempt to interfere with the proper functioning of the Site;
- make any automated use of the Site, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- attempt to decipher, reverse engineer, decompile, or disassemble any portion of the Site or the software used to provide the Service;
- bypass any robot exclusion headers or other measures we take to restrict access to the Site or use any software, technology, or device to scrape, spider, or crawl the Site or harvest or manipulate data;
- publish or link to malicious content intended to damage or disrupt another user's browser, computer, or mobile device; or
- encourage or enable any other individual to do any of the foregoing.

MONITORING AND COMPLIANCE

Although the Company is not obligated to monitor access to or use of the Site or to review or edit any Content, we have the right to do so for the purpose of operating the Site, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to the Site or any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may

also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

INTELLECTUAL PROPERTY

You acknowledge and agree that the Company and its licensors retain ownership of all intellectual property rights of any kind related to the Site (except for User Content), including applicable copyrights, trademarks, and other proprietary rights. The Company reserves all rights that are not expressly granted to you under these Terms.

FEEDBACK

We welcome and encourage you to provide feedback, comments, and suggestions for improvements of the Site (“**Feedback**”). You may submit Feedback by emailing us at feedback@kartbites.com. You acknowledge and agree that if you submit any Feedback to us, you hereby grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable (through several tiers) and transferable license under any and all intellectual property rights that you own or control in relation to the Feedback to use, reproduce, view, communicate to the public by any means, print, copy (whether onto hard disk or other media), edit, translate, perform and display (publicly or otherwise), distribute, redistribute, modify, adapt, make, sell, offer to sell, transmit, license, transfer, stream, broadcast, create derivative works from, and otherwise use and exploit the Feedback for any purpose.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party related to: (a) your use or attempted use of the Site in violation of these Terms; (b) your violation of any law or rights of any third party; or (c) User Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT

If you discover that someone else has posted material belonging to you via the Site without your permission, please note the following.

(a) Termination of Repeat Infringer Accounts. The Company respects the intellectual property rights of others and requests that the users do the same. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, the Company has adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Site who are repeat infringers. The Company may terminate access for participants or users who are found repeatedly to provide or post protected third-party content without necessary rights and permissions.

(b) DMCA Take-Down Notices. If you're a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Site infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C 512) ("DMCA") by sending the following information in writing to the Company's designated copyright agent at contact@kartbites.com.

1. The date of your notification;
2. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
3. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site are covered by a single notification, a representative list of such works at the Site;
4. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
5. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and/or email address;
6. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(c) Counter-Notices. If you believe that your User Content that has been removed from the Site is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

1. Your physical or electronic signature; A description of the content that has been removed and the location at which the content appeared before it was removed;
2. A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and
3. Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in the state where you live and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Company copyright agent, the Company may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may (in the Company's discretion) be reinstated on the Site in 10 to 14 business days or more after receipt of the counter-notice.

ONLINE CONTENT DISCLAIMER

Opinions, advice, statements, offers, or other information or content made available through the Site, but not directly by the Company, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content.

The Company does not guarantee the accuracy, completeness, or usefulness of any information on the Site and neither does the Company adopt nor endorse, nor is the Company responsible for, the accuracy or reliability of any opinion, advice, or statement made by parties other than the Company. The Company takes no responsibility and assumes no liability for any User Content that you or any other user or third-party posts or sends over the Site.

Specifically, locations, open hours, and other information about the street food vendors is not guaranteed to be accurate. The Company is not responsible for the quality or safety of any food or vending establishment.

Under no circumstances will the Company be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Site, or transmitted to users.

USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you (a) consent to receive emails via the email address you have submitted when you sign up on the Site; and (b) agree that all Terms, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

The Company may also use your email address to send you other messages, including information about the Company and Site and special offers. You may opt out of such email by changing your account settings or sending an email to unsubscribe@kartbites.com.

WARRANTY DISCLAIMER

THE SITE AND SERVICE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SITE AND SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR UPLOADING, DOWNLOADING, AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL SENT TO OR OBTAINED FROM THE SITE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

LIMITATION OF DAMAGES; RELEASE

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SITE; (C) THE SITE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SITE AND SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH THE COMPANY OR ANY OTHER USER OF THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), FRAUD, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. ***IN NO EVENT WILL COMPANY'S LIABILITY TO YOU EXCEED \$10.*** SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

MODIFICATION OF TERMS OF USE

The Company can amend these Terms at any time. It's your responsibility to check the Site from time to time to view any such changes. If you continue to use the Site, you show your agreement to our revisions to these Terms. Any changes to these Terms (other than as set forth in this paragraph) or waiver of the Company's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of the Company. No purported waiver or modification of these Terms by the Company via telephonic or email communications shall be valid.

PRIVACY POLICY

The Company respects the privacy of its users. Please refer to our Privacy Policy (found [here](#)), which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Site, you show that you agree to this Privacy Policy.

GENERAL TERMS

If any part of these Terms is held invalid or unenforceable, that portion of the Terms will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of the Company to enforce any provision of these Terms will not be considered a waiver of our right to enforce such provision. Our rights under these Terms will survive any termination of these Terms.

You agree that any legal action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms and your use of the Site and Service are governed by the laws of West Bengal,

India, without regard to conflict of law provisions.

You agree to resolve any claims relating to these Terms or the Site through final and binding arbitration in Kolkata, India.

ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR THE COMPANY MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

If you attempt to bring any legal action against the Company based in any way on the Site you agree that, in the event you do not prevail or the Company does prevail, you will reimburse the Company for any costs and attorneys' fees associated with its defense of the action.

The Company may assign or delegate these Terms and/or the Company's Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms or Privacy Policy without the Company's prior written consent, and any unauthorized assignment and delegation by you is void.

APPLE APP STORE ADDITIONAL LICENSE TERMS

If the App is provided to you through the Apple Inc. (Apple Inc. together with all of its affiliates, "Apple") App Store, the following terms and conditions apply to you in addition to all the other terms and conditions of these Terms:

- a) The parties acknowledge that Apple has no obligation to furnish any maintenance or support services with respect to the App.
- b) If any of the terms and conditions in these Terms are inconsistent or in conflict with Apple's applicable instructions for Minimum Terms for Developer's End User License Agreement, located at <http://www.apple.com/legal/internet-services/itunes/appstore/dev/minterms/> (the "Apple EULA Terms") or the App Store Terms and Conditions, located at <http://www.apple.com/legal/internet-services/itunes/ca/terms.html> (the "Apple App Store Terms") as of the Effective Date, the terms and conditions of the Apple EULA Terms or Apple App Store Terms, as applicable, will apply to the extent of such inconsistency or conflict.

GOOGLE PLAY ADDITIONAL LICENSE TERMS

If the App is provided to you through the Google Inc. (Google Inc. together with all of its affiliates, "Google") Google Play, the following terms and conditions apply to you in addition to all the other terms and conditions of these Terms of Use:

- a) You acknowledge that Google is not responsible for providing support services for the App.

b) If any of the terms and conditions in these Terms of Use are inconsistent or in conflict with Google's Google Play Developer Distribution Agreement located at <https://play.google.com/about/developer-distribution-agreement.html> (the "Google EULA Terms") as of the Effective Date, the terms and conditions of Google EULA Terms will apply to the extent of such inconsistency or conflict.

NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, California users are entitled to the following specific consumer rights notice: You may contact us at contact@kartbites.com. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

YOUR AGREEMENT

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THE TERMS, AND WILL BE BOUND BY THESE TERMS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS TOGETHER WITH THE PRIVACY POLICY REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.