

MUMBAI LOCAL TERMS OF SERVICE

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TERMS OF SERVICE AGREEMENT

Effective Date: July 15, 2019

This Terms of Service Agreement (this “Agreement”) is a contract between you (“you” or “User”) and Aamchi Mumbai Restaurant LTD. (“Aamchi Mumbai”, “we,” or “us”). You must read, agree to, and accept all of the terms and conditions contained in this Agreement in order to use our website located at <https://mumbailocal.ca>, all affiliated websites, including mobile websites and applications, owned and operated by us, our predecessors or successors in interest, or our Affiliates (collectively, the “Site”), all services, applications and products that are accessible through the Site and all mobile applications that link to or reference this Agreement (together with the Site, the “Service”) whether provided by us or our Affiliates.

This Agreement includes and hereby incorporates by reference the Mumbai Local Terms of Use; Mumbai Local Cookie Policy; and Mumbai Local Privacy Policy as such agreements may be in effect and modified by us from time to time (collectively, with this Agreement, the “Terms of Service”). These Terms of Service apply to all Users of the site, including without limitation Users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Subject to the conditions set forth herein, we may, in our sole discretion, amend this Agreement and the other Terms of Service at any time by posting a revised version on the Site. Any revisions to the Terms of Service will take effect on the noted effective date or when posted if there is no noted effective date (each, as applicable, the “Effective Date”).

Your continued use of the Site or the Service after the Effective Date of a revised version of this Agreement or of any other Terms of Service constitutes your acceptance of and agreement to be bound by the Terms of Service as revised. In the event of a conflict between this Agreement and the other Terms of Service, this Agreement will control unless the other Agreement explicitly states that it controls. Capitalized terms are defined throughout this Agreement.

YOU UNDERSTAND THAT BY USING THE SITE OR SERVICE AFTER THE EFFECTIVE DATE, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE MANDATORY BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTION 13.4 OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF SERVICE IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE OR THE SERVICE AFTER THE EFFECTIVE DATE.

1. DIGITAL SIGNATURE

By visiting the Site and/ or making a purchase from us, you engage in our “Service”, and you are deemed to have executed this Agreement and the other Terms of Service electronically pursuant to the U.S. Electronic Signatures in

Global and National Commerce Act (the E-Sign Act) (15 U.S.C. § 7001, et seq.) and the Canada Personal Information Protection and Electronic Documents Act (PIPEDA). Your Account registration or acceptance of the Terms of Service constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement, the other Terms of Service, and any amendments.

2. CONSENT TO USE ELECTRONIC RECORDS

In connection with the Terms of Service, you may be entitled to receive certain records from us or our Affiliates, such as invoices, receipts, contracts, notices, and communications, in writing. To facilitate your use of the Site and the Service, you give us permission to provide these records to you electronically instead of in paper form.

2.1 YOUR CONSENT AND YOUR RIGHT TO WITHDRAW CONSENT

By engaging in and continuing to use our Service, you consent to electronically receive and access, via email or the Site, all records, notices and communications for the services provided to you under the Terms of Service that we or our Affiliates would otherwise be required to provide to you in paper form. However, for your convenience you may be provided the opportunity to establish an account (“Account”). If you elect to establish an Account, we reserve the right, in our sole discretion, to communicate with you via the U.S. Postal Service, Canada Post and other third-party mail services using the address which your account is registered. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically at any time by contacting us at info@mumbailocal.ca. If you withdraw your consent to receive such records and notices electronically, we will revoke your access to the Site and the Service, and you will no longer be permitted to use the Site or the Service. Any withdrawal of your consent to receive records and notices electronically will be effective only after we have a reasonable period of time to process your request for withdrawal. Please note that your withdrawal of consent to receive records and notices electronically will not apply to records and notices electronically provided by us to you before the withdrawal of your consent becomes effective.

2.2 UPDATING RECORDS AND NOTICES

In order to ensure that we are able to provide records, notices and communications to you electronically, (a) if you have registered for an Account, you agree to notify us immediately of any change in your email address by updating your Account information on the Site or by contacting us at info@mumbailocal.ca or (b) if you have not registered, each time you visit the Site you agree that you have accessed and read all records and notices at that time existing on the Site.

2.3 HARDWARE AND SOFTWARE YOU WILL NEED TO USE THE SERVICE

To access and retain the records and notices we provide to you electronically, you will need: (a) a valid email address; (b) a computer system or device that operates on a platform like Windows or Mac; (c) a connection to the Internet; (d) Current Versions of the software, browsers, plug-ins, or other computer applications and programs identified on the Site (Users utilizing other browsers may experience compatibility difficulties); (e) a Current Version of a program that accurately reads and displays PDF files, such as the Current Version of Adobe Acrobat Reader; (f) a computer or device and an operating system capable of supporting all of the above; and (g) a printer to print out and retain records and notices in paper form or electronic storage to retain records and notices in an electronic form. By “Current Version”, we mean a version of the software that is currently being supported by its publisher. We may change these requirements from time to time and will update this Agreement accordingly. You should retain a copy of all of the records, notices and communications we send to you electronically or that you access on the Site.

By engaging in and continuing to use our Service, you represent that (i) you have read and understand the above consent to receive records and notices electronically or through the Site; (ii) you satisfy the minimum hardware and software requirements specified above; and (iii) your consent will remain in effect until you withdraw your consent as specified above.

3. ACCOUNTS

3.1 USER ELIGIBILITY

You are not required to register for an Account. However, for your convenience you may be offered the opportunity to establish an Account, and for certain Services an Account is required. To use the Site or Service or to register for an Account, you must be, and hereby represent that you are, a legal entity or an individual 18 years or older who can form legally binding contracts. By registering for an Account or by using the Site or Service, you agree to (a) abide by this Agreement and the other Terms of Service and (b) be financially responsible for your use of the Site. We reserve the right, in our sole discretion, to refuse, suspend, or revoke your access to the Site and Service upon discovery that any information you provided on any form or posted on the Site is not true, accurate, or complete, or such information or other conduct otherwise violates the Terms of Service, or for any other reason or no reason in our sole discretion.

You represent that you are a (a) citizen or resident of or (b) an organization formed and operated within the United States of America or Canada and that you are not an individual, or an individual employed by or associated with an entity, identified on (i) the U.S. Department of Commerce’s Denied Persons or Entity List or Canada Office of Superintendent of Financial Institutions (OSFI),

(ii) the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists or Canada OSFI Consolidated List, or (iii) the U.S. Department of State's Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Site and Service.

3.2 ACCOUNT REGISTRATION; PROFILE

By registering for an account, you will complete a User profile ("Profile"). You agree to provide true, accurate, and complete information on your Profile and all registration and other forms you access on the Site or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide and to correct any information about your location or your organization that is or becomes false or misleading. You agree not to register for more than one Account without express written permission from us. You agree not to ask or allow another person to create an Account on your behalf, for your use, or for your benefit.

3.3 IDENTITY VERIFICATION

When you register for an Account and from time to time thereafter, your Account will be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity and your ability to represent your business, if it is a separate legal entity. You authorize us, directly or through third parties, to make any inquiries necessary to validate your identity and confirm your email address, subject to applicable law.

3.4 USERNAMES AND PASSWORDS

When you register for an Account, you will be asked to choose a username and password for the Account (you can change your password at any time). You are entirely responsible for safeguarding and maintaining the confidentiality of your Account username and password. You authorize us to assume that any person using the Site with your username and password either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to your password. You further agree not to use any username or password of another User of the Site that you are not authorized to use and not to allow others who are not authorized to do so to use your Account at any time.

4. PAYMENT PROCESSING AND TERMS

4.1 IDENTIFICATION OF USER

As part of the ordering process, you will provide identifying information (such as name, address, phone number, and email). If you elect to register an Account, you will also be required to provide a username and password.

4.2 PAYMENT METHODS

NO BANKING, CREDIT CARD, DIGITAL WALLET OR OTHER FINANCIAL INFORMATION OF ANY KIND IS COLLECTED BY US. All debit card, credit card and digital wallet (Apple Pay and Android Pay) payments will be made through a third party payment processor. Any entity which from time to time processes payments on behalf of us is individually referred to herein as a “Payment Processor” and together as “Payment Processors”.

4.3 PAYMENT PROCESSING

Prior to placing an order, you should first view your cart to verify the items and quantities you want to purchase. When you proceed to checkout, you must enter your billing and shipping addresses, then you will be directed to proceed to the web site of the Payment Processor. These procedures assure that our servers do not have access to your financial information. By clicking on the Payment Processor link from the Site, you agree to be bound by its terms of service then in effect.

4.4 US/CANADIAN DOLLARS AND FOREIGN CURRENCY CONVERSION

The Site and the Service operate only in the United States in U.S. Dollars and in Canada in Canadian Dollars. If a Payment Processor accepts payment which is denominated in a currency other than U.S. Dollars or Canadian Dollars and requires currency conversion to make payments in U.S. Dollars or Canadian Dollars (as applicable), the Payment Processor will charge your payment method in U.S. Dollars/Canadian Dollars (as applicable) and your payment method provider will convert the payment at a foreign currency conversion rate selected by your payment method provider. Your authorization of a payment which requires foreign currency conversion is at your sole risk. We and our Affiliates are not responsible for currency fluctuations that occur when a Payment Processor bills a payment method denominated in a currency other than U.S. Dollars or Canadian Dollars. We and our Payment Processors are not responsible for currency fluctuations that occur when receiving or sending payments to and from the payment processing systems of the Payment Processors.

5. COMMUNICATIONS FROM YOU TO US

All notices to us or our Affiliates intended to have a legal effect must be in writing and delivered either (a) in person; (b) by a means evidenced by a delivery receipt, to the following address: Aamchi Mumbai Restaurant LTD., 1148 Davie St., Vancouver, British Columbia V6E1N1; or (c) in writing via email

to info@mumbailocal.ca. All such notices are deemed effective upon actual receipt by us. We do not accept service of any legal process by email or mail; all such service should occur by hand delivery on us or our registered agent for service of process.

6. LICENSES AND THIRD-PARTY CONTENT

6.1 SITE LICENSE AND INTELLECTUAL PROPERTY RIGHTS

Subject to and conditioned on compliance with the Terms of Service, we grant you a limited license to access and use the Site for the purpose of using the Service. You must not access (or attempt to access) the Site or Service by any means other than the interface provided, and you will not use information from the Site or Service for any purposes other than the purposes for which it was made available. You agree not to use the Site or Service for offering any goods or services. You must not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost, or otherwise use any content of the Site or Service in any way for any public or commercial purpose without our prior written consent. You must not use any content of the Site or Service on any other website or in a networked computer environment for any purpose except your own viewing without our prior written consent. You must not frame or link to the Site or Service except as permitted in writing by Us. You must not attempt to reverse engineer, modify, adapt, translate, prepare derivative works from, decompile, attempt to interfere with the operation of, or otherwise attempt to derive source code from any part of the Site or Service unless expressly permitted by applicable law. You will not access the Service in order to build a similar service or application, or publish any performance, or any benchmark test or analysis relating to the Service. We and our licensors retain all right, title, and interest in and to all Intellectual Property Rights related in and to the Site and the Service. The Mumbai Local logo and name are trademarks of Aamchi Mumbai Restaurant LTD. and may be registered in certain jurisdictions. All other product names, company names, marks, logos, and symbols on the Site or Service may be the trademarks of their respective owners. Except as expressly stated in this Agreement, nothing in the Terms of Service confers any license under any of our or any third party's Intellectual Property Rights, whether by estoppel, implication, or otherwise.

6.2 USER CONTENT LICENSE

(a) When you post Content on the Site or through the Service or provide us with User Content, you represent and warrant that you have the right, power, and authority to post that User Content and grant the licenses specified below. You further represent and warrant that by posting or providing such User Content you will not violate third-party rights of any kind, including, without limitation, any Intellectual Property Rights, rights of publicity, and privacy rights. To the extent your User Content may be copyrightable, you represent, warrant, and covenant that you are the owner of all the copyright rights to such User

Content and that we may exercise the rights to your User Content granted under the Terms of Service without any liability or obligation for any payment.

- (b) You retain all ownership rights in any User Content you post on <https://mumbailocal.ca>. To the extent permitted by applicable law, you also grant to us and our successors and Affiliates a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media, or technology, whether now known or hereafter developed, for use in connection with the Site and our (and our successors' and Affiliates') business, including, without limitation, for promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User a non-exclusive license to access your User Content through the Site and to use, reproduce, distribute, and display such User Content to the extent permitted through the normal functionality of the Site and subject to all applicable confidentiality and other provisions of this Agreement, our Privacy Policy, and applicable law.
- (c) Notwithstanding the foregoing paragraph, We will only use or disclose User Content you post to any non-public area of the Site to the extent necessary to provide Service to you as further described in our Privacy Policy.
- (d) The licenses to User Content granted by you in this Agreement will terminate within a commercially reasonable time after you remove or delete your User Content from the Site, except that you grant us and our successors and Affiliates the irrevocable and perpetual license to retain and use, but not publicly display or distribute, server or archival copies of all User Content that you have removed or deleted to the extent permitted by applicable law.
- (e) You may submit comments or ideas about the Site and Service, including without limitation about how to improve the Site or Service (collectively, "Ideas"). By submitting any Ideas, you agree that: (a) your disclosure is voluntary, gratuitous, unsolicited, and without restriction and will not place We under any fiduciary or other obligation, (b) your Ideas do not contain the confidential or proprietary information of third parties, and (c) we are free to use the Ideas without any additional compensation to you and to disclose the Ideas on a non-confidential basis or otherwise to anyone. You further acknowledge and agree that, by acceptance of your submission, we do not waive any rights to use similar or related ideas known or developed by Us or obtained from sources other than you.

6.3 UNAUTHORIZED ACCESS AND USE; SITE INTERFERENCE; MALICIOUS SOFTWARE

The Site may contain robot exclusion headers. You agree that you will not use any robot, spider, scraper, or other automated means to access the Site for

any purpose without our express written permission. You will not access the audiovisual content available on the Site for any purpose or in any manner other than streaming. You agree that you will not: (a) take any action that imposes or we believe may impose (in our sole discretion) an unreasonable or disproportionately large load on the Site's infrastructure; (b) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (other than content you have submitted to the Site) from the Site, any software code that is part of the Site, or any services that are offered on the Site without the prior express written permission of us and the appropriate third party, as applicable; (c) interfere or attempt to interfere with the proper operation of the Site or any activities conducted on the Site; (d) bypass any measures we may use to prevent or restrict access to the Site or any subparts of the Site, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content therein; (e) transmit spam, chain letters, or other unsolicited communications; (f) attempt to interfere with or compromise the system integrity or security or decipher any transmissions to or from the servers running the Site; (g) collect or harvest any personally identifiable information, including Account information, from the Site; (h) access any content on the Site through any technology or means other than those provided or authorized by the Site; or (i) directly or indirectly, advertise or promote another website, product, or service or solicit other Users for other websites, products, or services.

Additionally, you agree that you will not post or introduce any invalid data, virus, worm, or other harmful or malicious software code, agent, hidden procedure, routine, or mechanism through or to the Site or the Site software that is designed to cause to cease functioning, disrupt, disable, harm, or otherwise impair in any manner, including aesthetic disruptions or distortions, the operation of (or is designed to allow you or any other person to access or damage or corrupt data, storage media, programs, equipment, or communications or otherwise interfere with operations of or on) the Site or any other software, firmware, hardware, computer system, or network of Ours or any third party.

6.4 THIRD-PARTY SERVICES

The Site may utilize various services provided by third parties. Any information or content expressed or made available by these third parties or any other Users is that of the respective author(s) or distributor(s) and not of Us. We neither endorse nor are responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Site by anyone other than us or our authorized employees acting in their official capacities.

6.5 LINKS AND APPLICATIONS

The Site may contain links to third-party websites. The Site may also contain applications that allow you to access third-party websites via the Site. Such third-party websites are owned and operated by the third parties and/or their

licensors. Your access and use of third-party websites, including online communication services, such as chat, email, and calls will be governed by the terms and policies of the applicable third-party websites. You acknowledge and agree that we are not responsible or liable for: (a) the availability or accuracy of third-party websites; or (b) the content, advertising, or products on or available from third-party websites. You are responsible for deciding if you want to access third-party websites by clicking on a link or installing an application. The inclusion of any link or application on the Site does not imply that we endorse the linked site or application. You use the links and third-party websites at your own risk and agree that your use of an application or third-party website via the Site is on an “as is” and “as available” basis without any warranty for any purpose.

6.6 MOBILE AND OTHER DEVICES

We may from time to time provide mobile applications. When using our mobile applications, please be aware that your carrier’s normal rates and fees, such as text messaging and data charges, will still apply. Our mobile applications may not contain the same functionality available on the Site.

6.7 SITE UPDATES

We may from time to time in our sole discretion develop and provide Service updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (collectively, including related documentation, “Updates”). Updates may also modify or delete in their entirety certain features and functionality. You agree that we do not have any obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You will promptly download and install all Updates and acknowledge and agree that Service or portions thereof may not work properly should you fail to do so. You further agree that all Updates will be subject to the terms of the Terms of Service, unless otherwise provided in terms associated with such Update. We reserve the right, at any time, to modify, suspend, or discontinue Service or any part thereof without notice. You agree we will not be liable to you or any third party for any modification, suspension, or discontinuance of Service or any part thereof.

7. WARRANTY DISCLAIMER

YOU AGREE NOT TO RELY ON THE SITE, THE SERVICE, ANY INFORMATION ON THE SITE OR THE CONTINUATION OF THE SITE. THE SITE AND THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. WE MAKE NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, THE SERVICE, OR ANY ACTIVITIES OR ITEMS RELATED TO THIS AGREEMENT OR THE OTHER TERMS OF SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW FOR ALL OF THE FOREGOING LIMITATIONS ON WARRANTIES, SO TO THAT EXTENT, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. LIMITATION OF LIABILITY

We are not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Site, the Service or the Terms of Service, including, but not limited to:

- your use of or your inability to use the Site or Service;
- delays or disruptions in the Site or Service;
- viruses or other malicious software obtained by accessing, or linking to, the Site or Service;
- glitches, bugs, errors, or inaccuracies of any kind in the Site or Service;
- damage to your hardware device from the use of the Site or Service;
- the content, actions, or inactions of third parties' use of the Site or Service;
- a suspension or other action taken with respect to your Account; and
- your need to modify practices or behavior as a result of changes to the Terms of Service.

ADDITIONALLY, IN NO EVENT WILL WE, OUR AFFILIATES, OUR LICENSORS, OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES. THESE LIMITATIONS WILL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS, SO TO THAT EXTENT, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

9. RELEASE

You hereby release us, our Affiliates, and our respective officers, directors, agents, subsidiaries, joint ventures, and employees from claims, demands, and

damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another User, whether it be at law or in equity. This release will not apply to a claim that we failed to meet our obligations under the Terms of Service.

10. INDEMNIFICATION

You will indemnify, defend, and hold harmless us, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an “Indemnified Party”) from any and all claims, damages, liabilities, costs, losses, and expenses (including, but not limited to, reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party relating to: (a) use of the Site and the Service by you or your agents, including any payment obligations incurred through use of the Service; (b) any transaction entered into through the Service by you or your agents; (c) failure to comply with the Terms of Service by you or your agents; (d) failure to comply with applicable law by you or your agents; (e) negligence, willful misconduct, or fraud by you or your agents; and (f) defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof to the extent caused by you or your agents.

11. AGREEMENT TERM AND TERMINATION

(a) The Terms of Service, as amended from time to time, will become effective on the later of the Effective Date or your first visit to the Site and will remain in effect for the duration of your use of the Site or Service. Unless both you and we expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to the other, which will result in the termination of the other Terms of Service as well, except as otherwise provided herein. You may provide written notice to info@mumbailocal.ca. In the event you properly terminate this Agreement, your right to use the Site is automatically revoked, and your Account will be closed; however, (a) if you have any open transactions on the Site when you terminate this Agreement, you will continue to be bound by this Agreement and the other Terms of Service until all such transactions have been completed and (b) we will continue to perform those Services necessary to complete any open transactions.

Without limiting any other provisions of the Terms of Service, the termination of this Agreement for any reason will not release you from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination. Those portions of the Terms of Service necessary to implement the foregoing survive termination of this Agreement for any reason.

(b) Without limiting our other rights or remedies, we may temporarily suspend, indefinitely suspend, or permanently revoke your access to the Site and refuse to provide any or all Service to you if: (i) you breach the letter or spirit of any terms and conditions of this Agreement or other parts of the Terms of Service; (ii) we

suspect or become aware that you have provided false or misleading information to us; or (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, our Users, or us or our Affiliates, or may involve illicit activity. If your access or Account is suspended or closed, you may not use the Site under the same Account or a different Account or reregister under a new Account without our prior written consent.

12. SURVIVAL

After this Agreement terminates, the terms of this Agreement and the other Terms of Service that expressly or by their nature contemplate performance after the Agreement terminates or expires will survive and continue in full force and effect. For example, the provisions requiring arbitration, protecting intellectual property, indemnification, and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement terminates.

13. CANCELLATIONS, REFUNDS, AND DISPUTES

13.1 DISPUTE PROCESS AND SCOPE

If a dispute arises between you and us or our Affiliates, our goal is to resolve the dispute quickly and cost-effectively. Accordingly, you, we, and our Affiliates agree to resolve any claim, dispute, or controversy that arises out of or relates to this Agreement, the other Terms of Service, or the Service (each, a “Claim”) in accordance with this Section. For the avoidance of doubt, Claims include, but are not limited to, all claims, disputes, or controversies arising out of or relating to the Terms of Service, any transaction, any payments or monies you claim are due to you from us or our Affiliates or successors, trade secrets, unfair competition, false advertising, consumer protection, privacy, compensation, classification, discrimination or harassment and claims arising under the Uniform Trade Secrets Act as enacted in any state, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Affordable Care Act, Genetic Information Non-Discrimination Act, Canada and U.S. state statutes or regulations addressing the same or similar subject matters, and all other federal or state legal claims arising out of or relating to your relationship with us or the termination of that relationship. Only with respect to the Arbitration Provision, Claims do not include disputes that may not be subject to a pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) and are excluded from the coverage of the Arbitration Provision. You agree that any Claim must be resolved as described in the subsections below titled “Informal Dispute Resolution” and “Mandatory Binding Arbitration and Class Action/Jury Trial Waiver.”

13.2 CHOICE OF LAW

This Agreement, the other Terms of Service, and any Claim will be governed by and construed in accordance with the laws of the Province of British Columbia, without regard to its conflict of law provisions.

13.3 INFORMAL DISPUTE RESOLUTION

Before serving a demand for arbitration of a Claim, you agree to first notify us of the Claim at Aamchi Mumbai Restaurant LTD., 1148 Davie St., Vancouver, British Columbia V6E1N1 or by email to info@mumbailocal.ca, and we agree to provide to you a notice at your email address on file (in each case, a “Notice”) and seek informal resolution of the Claim. Any Notice from you must include your name, pertinent Account and/or transaction information, a brief description of the Claim, and your contact information, so that we may evaluate the Claim and attempt to informally resolve the Claim. Any Notice from us must include pertinent account and/or transaction information, a brief description of the Claim, and our contact information, so that you may evaluate the Claim and attempt to informally resolve the Claim. Both parties will have 60 days from the date of the receipt of the Notice to informally resolve the other party’s Claim, which, if successful, will avoid the need for further action.

13.4 MANDATORY BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER

This Mandatory Binding Arbitration and Class Action/Jury Trial Waiver provision (“Arbitration Provision”) applies to all Users. In the unlikely event the parties are unable to resolve a Claim within 60 days of the receipt of the applicable Notice, you, we, and our Affiliates agree to resolve the Claim by binding arbitration before an arbitrator from BCICAC. BCICAC may be contacted at <http://bcicac.com>.

A. SCOPE OF ARBITRATION AGREEMENT AND CONDUCT OF ARBITRATION

All disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre (BCICAC) pursuant to its applicable Rules. The place of arbitration shall be Vancouver, British Columbia, Canada.

This Arbitration Provision applies to any Claim the parties may have and survives after your relationship with us ends. This Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. If for any reason BCICAC will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator. The parties agree that any party will have the right to appear at the arbitration by telephone and/or video rather than in person.

You and we will follow the applicable BCICAC rules with respect to arbitration fees. The arbitrator must follow applicable law and may award only those remedies that would have applied had the matter been heard in court. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

Either you or we may apply to a court of competent jurisdiction for provisional injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such relief; the arbitrator will render the final judgment in the matter.

Regardless of any other terms of this Arbitration Provision, a Claim may be brought by or to, and remedies awarded by, an administrative agency if applicable law permits the agency to adjudicate, investigate or prosecute the Claim notwithstanding the existence of this agreement to arbitrate. Nothing in this Arbitration Provision will be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration, if any.

B. INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION PROVISION

This Arbitration Provision is the full and complete agreement relating to the formal resolution of Claims. For the avoidance of doubt, this Arbitration Provision covers, and the arbitrator shall have exclusive jurisdiction to decide, all disputes arising out of or relating to the interpretation, enforcement, or application of this Arbitration Provision, including the enforceability, revocability, scope, or validity of the Arbitration Provision or any portion of the Arbitration Provision. All such matters shall be decided by an arbitrator and not by a court. The parties expressly agree that the arbitrator and not a court will decide any question of whether the parties agreed to arbitrate, including but not limited to any claim that all or part of this Agreement or any other part of the Terms of Service is void or voidable.

In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. If any portion of the Class Action Waiver in subsection C, below, of this Arbitration Provision is deemed to be unenforceable, you and we agree that this Arbitration Provision will be enforced to the fullest extent permitted by law.

C. CLASS ACTION AND JURY TRIAL WAIVER

This arbitration provision affects your ability to participate in class, collective or representative actions. Both you and we agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective, or representative basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective, representative or private attorney general action, or as a member in any such

class, collective, representative or private attorney general proceeding (“Class Action Waiver”). The Class Action Waiver does not prevent you from bringing a Claim in arbitration as a private attorney general solely on your own behalf and not on behalf of others. Notwithstanding any other portion of this Arbitration Provision or the BCICAC Rules, the arbitrator will have authority to hear any Claim on a class, collective, or representative basis if, only if, and only to the extent that, the arbitrator determines that the waiver of such class, collective, or representative Claim is unenforceable. We may lawfully seek enforcement of this arbitration provision and the Class Action Waiver and seek dismissal of such class, collective or representative actions or claims.

D. RIGHT TO OPT OUT OF ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER.

You may opt out of the foregoing arbitration and class action/jury trial waiver provision of this Agreement by notifying us in writing within 30 days of the date you first registered for the Site. To opt out, you must send a written notification to Aamchi Mumbai Restaurant LTD., 1148 Davie St., Vancouver, British Columbia V6E1N1 that includes (a) your account username (if applicable), (b) your name, (c) your address, (d) your telephone number, (e) your email address, and (f) a clear statement indicating that you do not wish to resolve claims through arbitration and demonstrating compliance with the 30-day time limit to opt out of the above arbitration and class action/jury trial waiver provisions.

14. GENERAL

14.1 ENTIRE AGREEMENT

This Agreement, together with the other Terms of Service, sets forth the entire agreement and understanding between you and us relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. The section headings in the Terms of Service are included for ease of reference only and have no binding effect. Even though we drafted the Terms of Service, you represent that you had ample time to review and decide whether to agree to the Terms of Service. If an ambiguity or question of intent or interpretation of the Terms of Service arises, no presumption or burden of proof will arise favoring or disfavoring you or us because of the authorship of any provision of the Terms of Service.

14.2 COMPLIANCE

User will not violate any applicable foreign, United States (federal, state, or local) or Canada (federal, province or local) laws or third-party rights on or related to the Site. Without limiting the generality of the foregoing, User agrees to

comply with all applicable laws and regulations, including, but not limited to, import and export control laws and third parties' Intellectual Property Rights.

14.3 MODIFICATIONS

No modification or amendment to the Terms of Service will be binding upon us unless in a written instrument signed by a duly authorized representative of us. For the purposes of this subsection, a written instrument will expressly exclude electronic communications, such as email and electronic notices, but will include facsimiles. This Section 14.3 (Modifications) does not apply to amendments to the Terms of Service posted by us to the Site from time to time.

14.4 NO WAIVER

The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and will in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative of such party.

14.5 ASSIGNABILITY

User may not assign the Terms of Service, or any of its rights or obligations hereunder, without our prior written consent in the form of a written instrument signed by a duly authorized representative of us (and, for the purposes of this subsection, a written instrument will expressly exclude electronic communications such as email and electronic notices, but will include facsimiles). We may freely assign this Agreement or the other Terms of Service without User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms of Service will inure to the benefit of the successors and permitted assigns of the parties.

14.6 SEVERABILITY

If and to the extent any provision of this Agreement or the other Terms of Service is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

14.7 FORCE MAJEURE

The parties to this Agreement will not be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such party will be extended by the period of such delay. Irrespective of any extension of time, if an event of Force Majeure occurs and its effect continues for a period of 60 days, either the party may give to the other a 30-day notice of termination. If, at the end of the 30 day period, the effect of the Force Majeure continues, the Agreement and the other Terms of Service will terminate.

14.8 COMMUNICATIONS DECENCY ACT.

We are not liable for any defamatory Content posted on the Site by any User or third party. Although we may choose to edit or delete any clearly defamatory Content, we are not required to do so, and we reserve all defenses for such speech made available to us by Section 230 of the Communications Decency Act, applicable statutes, the common law, and the First Amendment to the Constitution of the United States of America and similar Canada laws. If you are considering attempting to circumvent these defenses by filing suit against us in another country for Content that a third party has posted to the Site, we recommend that you review the Securing the Protection of our Enduring and Established Constitutional Heritage (SPEECH) Act as passed by the United States Congress, which makes foreign libel judgments unenforceable in U.S. courts, unless those judgments comply with the First Amendment to the Constitution of the United States of America.

14.9 PREVAILING LANGUAGE AND LOCATION

The English language version of the Terms of Service will be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any. The Site is controlled and operated from our facilities in Canada and is designed for use in Canada and the United States. We make no representations that the Site is appropriate or available for use in other locations. Those who access or use the Site from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable foreign, Canada, United States, state, and local laws and regulations, including, but not limited to, export and import regulations, including the Export Administration Regulations maintained by the United States Department of Commerce and the sanctions programs maintained by the Department of the Treasury Office of Foreign Assets Control and similar Canada laws and regulations. You must not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end user without obtaining any and all required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving U.S. origin products, including services or software.

You may not use or access the Site if you are: (a) a resident of a geographic area embargoed by the United States; (b) subject to United States economic sanctions that prohibit your use or access to the Site; or (c) a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Site are solely directed to individuals, companies, or other entities located in the United States.

15. CONTACTING US

If you have questions or need assistance, please contact us at info@mumbailocal.ca.

MUMBAI LOCAL PRIVACY POLICY

Effective Date: July 15, 2019

Aamchi Mumbai Restaurant LTD. (hereinafter referred to as “Aamchi Mumbai”, “we”, “us” or “our”) operates a website located at <https://mumbailocal.ca> which provides the menu from time to time offered by Mumbai Local Restaurant in Vancouver, BC, provides other information about our restaurant, offers food delivery and may from time to time offer other services including but not limited to reservations, curbside pickup ordering, blogs, online reviews and dpackaged food products for sale to consumers in Canada in the United States. The purpose of this Privacy Policy is to inform you of our policies and procedures regarding the collection, use and disclosure of information through <https://mumbailocal.ca> (the “Site”), and any other websites, features, applications, widgets or online services that are owned or controlled by Aamchi Mumbai and that post a link to this Privacy Policy (together with the Site, the “Service”), as well as any information we collect offline in connection with the Service. It also describes the choices available to you regarding the use of, your access to, and how to update and correct your personal information. Note that we combine the information we collect from you from the Site, through the Service generally, and offline. If you do not agree to any part of this Privacy Policy, then we cannot provide the Site or Service to you, and you should not proceed with accessing the Service.

By accessing or using the Service, you consent to the information collection, disclosure and use practices described in this Privacy Policy. Please note that certain features or services referenced in this Privacy Policy may not be offered on the Service at all times. Please also review our [Terms of Service](#), which governs your use of the Service.

1. INFORMATION COLLECTION

We collect the following types of information:

1. *Information You Provide to Us*

- **Personal Information:** In the course of using the Service, we may require or otherwise collect information that identifies you as a specific individual and can be used to contact or identify you (“Personal Information”). Examples of Personal Information include your name, email address, company address, billing address, and phone number.
- **Payment Information:** If you use the Service to make payments, we do not collect payment information (such as debit card, credit card, or other financial account information, and billing address), but our Payment

Processors (as defined in the Terms of Service) may collect such information.

- **Identity Verification:** We or our Payment Processors may collect Personal Information, such as your date of birth, to validate your identity or as may be required by law. We or the Payment Processor may request documents to verify this information, such as a copy of your government-issued identification or photo or a billing statement.
- **General Audience Service:** The Service is general audience and intended for users age 18 and older. We do not knowingly collect Personal Information from anyone younger than age 18. If we become aware that a child younger than 18 has provided us with Personal Information, we will use commercially reasonable efforts to delete such information from our files. If you are the parent or legal guardian of a child younger than age 18 and believe that we have collected Personal Information from your child, please contact us at: info@mumbailocal.ca.
- **Non-Identifying Information/Username:** We also may collect other information, such as zip codes, demographic data, information regarding your use of the Service, and general project-related data (“Non-Identifying Information”). We may aggregate information collected from registered and non-registered users (“Users”). We consider usernames to be Non-Identifying Information.

In some cases, we may render Personal Information (generally, email address) into a form of Non-Identifying Information referred to in this Privacy Policy as “Hashed Information.” This is typically accomplished using a mathematical process (commonly known as a hash function) to convert information into a code. The code does not identify you directly, but it may be used to connect your activity and interests.

- **Combination of Personal and Non-Identifying Information:** Certain Non-Identifying Information would be considered a part of your Personal Information if it were combined with other identifiers in a way that enables you to be identified (for example, combining information with your name), but the same pieces of information are considered Non-Identifying Information when they are taken alone or combined only with other non-identifying information (for example, your viewing preferences). We may combine your Personal Information with Non-Identifying Information, but we will treat the combined information as Personal Information.

2. *Information Received from Third Parties*

We also may receive information about you from third parties. For example, we may supplement the information we collect with outside records or third parties may provide information in connection with a co-marketing agreement or at your request (such as if you choose to sign in with a third-party service such as Facebook). If we combine the information we receive from others with information

we collect through the Service, we will treat the combined information as described in this Privacy Policy.

3. Information Collected from Users Automatically

We and our third party service providers, including analytics and third party content providers, may automatically collect certain information from you whenever you access or interact with the Service. This information may include, among other information, the browser and operating system you are using, the URL or advertisement that referred you to the Service, the search terms you entered into a search engine that led you to the Service, areas within the Service that you visited, and other information commonly shared when browsers communicate with websites. We may combine this automatically collected log information with other information we collect about you. We do this to improve services we offer you and to improve marketing, analytics, and site functionality.

The information we collect also includes the Internet Protocol (“IP”) address or other unique device identifier (“Device Identifier”) for any device (computer, mobile phone, tablet, etc.) used to access the Service. A Device Identifier is a number that is automatically assigned or connected to the device you use to access the Service, and our servers identify your device by its Device Identifier. Some mobile service providers may also provide us or our third party service providers with information regarding the physical location of the device used to access the Service.

The technology used to collect information automatically from Users may include the following:

- **Cookies:** Like many websites, we and our marketing partners, affiliates, analytics, and service providers use “cookies” to collect information. A cookie is a small data file that we transfer to your computer’s hard disk for record-keeping purposes. We use both persistent cookies that remain on your computer or similar device (such as to save your registration ID and login password for future logins to the Service and to track your compliance with our Terms of Service) and session ID cookies, which expire at the end of your browser session (for example, to enable certain features of the Service, to better understand how Users interact with the Service and to monitor aggregate usage by Users and web traffic routing on the Service). You may be able to instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all functionality of the Service.

For further information on cookies and how they are used for the Service, please visit our Cookie Policy at <https://mumbailocal.ca/cookies>.

- **Web Beacons:** We and our marketing partners, affiliates, analytics, and service providers may also employ software technology known as “web beacons” and/or “tracking tags” to help us keep track of what content on

our Service is effective and to serve relevant advertising to you. Web beacons are small graphics with a unique identifier that may be invisible to you, and which are used to track the online activity of Internet users. Web beacons are embedded in the web pages you review or email messages you receive. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to our Service, to monitor how Users navigate the Service, to count how many emails that were sent were actually opened, or to count how many particular articles or links were actually viewed.

- **Embedded Scripts:** We and our marketing partners, affiliates, analytics, and service providers may also employ software technology known as an Embedded Script. An Embedded Script is programming code that is designed to collect information about your interactions with the Service, such as the links you click on. The code is temporarily downloaded onto your computer or other device and is deactivated or deleted when you disconnect from the Service.

In addition, we and our marketing partners, affiliates, analytics, and service providers may use a variety of other technologies (such as tags) that collect similar information for security and fraud detection purposes and we may use third parties to perform these services on our behalf.

4. *Community Forums*

The Service may provide you the opportunity to participate and post content publicly in forums, on blogs, through interactive features and through other communication functionality (“Community Forums”). If we at any time provide Community Forums, you may choose, through such features or otherwise, to submit or post questions, comments, or other content (collectively, “User Forum Content”). Please note that certain information, such as your name and Profile may be publicly displayed on the Service along with your User Forum Content. Please note that your use of Community Forums is subject to our [Terms of Service](#).

Note that anything you post to a Community Forum is public —others will have access to your User Forum Content and may use it or share it with third parties. If you choose to voluntarily disclose Personal Information in your User Forum Content or use Community Forums to link to your Profile, that information will be considered public information and the protections of this Privacy Policy will not apply.

To request removal of your Personal Information from our blog or community forum, contact us at info@mumbailocal.ca. In some cases, we may not be able to remove your Personal Information, in which case we will let you know if we are unable to do so and why.

5. *Testimonials*

We may display personal testimonials of satisfied Users on our Service, in addition to other endorsements. With your consent we may post your testimonial along with your name. If you wish to update or delete your testimonial, you can contact us at info@mumbailocal.ca.

6. *Feedback*

From time to time, we may collect feedback from Users about their experience with our Service. Please note that any feedback you provide via the Service is publicly viewable via the Service. On very rare occasions, we may remove feedback pursuant to the relevant provisions of our Terms of Service, including the Terms of Use.

7. *Social Networking Services*

You may register to join the Service directly via the Service or by logging into your account with a third party social networking service (“SNS”) via our Service (e.g., Facebook, LinkedIn, Google+ and other third party services that let you sign in using your existing credentials with those services). If you choose to register via an SNS, or to later link your account with the Service to your account with an SNS, we will use the Personal Information you have provided to the SNS (such as your name, email address, gender and other information you make publicly available via the SNS) to create your account. Note that the information we collect from and through an SNS may depend on the privacy settings you have set with the SNS and the permissions you grant to us in connection with linking your account with the Service to your account with an SNS. Other than what we may share with the SNS as described below, the Personal Information an SNS has about you is obtained by the SNS independent of our Service, and we are not responsible for it.

The Service also may permit additional interactions between it and a third party website, service, or other content provider, such as enabling you to “like” or share content to a third party SNS. If you choose to “like” or share content, or to otherwise share information from or via our Service with a third party site or service, that information may be publicly displayed, and the third party may have access to information about you and your use of our Service (and we may have access to information about you from that third party). These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Your interactions with third parties through an SNS or similar features are governed by the respective privacy policies of those third parties.

You represent that you are entitled to use your SNS account for the purposes described herein without breach by you of any of the terms and conditions that govern the SNS, and without obligating us to pay any fees or making us subject to any usage limitations imposed by such SNS. Please note that your relationship with any SNS is governed solely by your agreement(s) with such SNS. If your SNS

account terminates, then functions enabled through the link between your Mumbai Local account and your SNS account will terminate as well.

2. HOW WE RESPOND TO DO NOT TRACK SIGNALS

Please note that your browser setting may allow you to automatically transmit a “Do Not Track” signal to websites and online services you visit. There is no consensus among industry participants as to what “Do Not Track” means in this context. Like many websites and online services, we do not alter our practices when we receive a “Do Not Track” signal from a visitor’s browser. To find out more about “Do Not Track,” please visit <http://www.allaboutdnt.com>.

3. USE AND RETENTION OF INFORMATION

1. WE USE INFORMATION WE COLLECT:

- to enable you to access and use the Site and Service and to provide and improve the Service, complete your transactions, and address your inquiries, process your registration, verify the information you provide is valid, to contact you with administrative communications and for compliance and internal business purposes;
- to operate, protect, improve and optimize the Service, our business, and our users’ experience, such as to perform analytics, conduct research, personalize or otherwise customize your experience, and for advertising and marketing;
- to help create and maintain a trusted and safer environment on the Site and Service, such as fraud detection and prevention, conducting investigations and risk assessments, and conducting checks against databases such as public government databases;
- to send you service, support and administrative messages, reminders, technical notices, updates, security alerts, and information requested by you and to tailor content we display to you and offers we may present to you, both on the Service and elsewhere online;
- to send you newsletters, marketing or promotional materials (for ourselves and on behalf of or third parties) and other information that may be of interest to you, including information about us or general promotions for partner campaigns and services. If you decide at any time that you no longer wish to receive such communications from us, please follow the instructions in the Your Choices and Opting Out section, below;

- to administer referral programs, rewards, surveys, sweepstakes, contests, or other promotional activities or events sponsored or managed by us or our business partners;
- to comply with our legal obligations, resolve any disputes that we may have with any User, and enforce our agreements with third parties;
- to administer and develop our business relationship with you and, if applicable, the corporation or other legal entity you represent;
- to enforce and comply with the law, including to conduct an investigation, to protect our property and rights or those of a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, illegal, fraudulent, unethical or legally actionable activity (we may also use Device Identifiers to identify Users); and
- for the purposes disclosed at the time you provide your information, with your consent, and as further described in this Privacy Policy.

UNLESS YOU REQUEST THAT WE DELETE CERTAIN INFORMATION (SEE CHANGING YOUR INFORMATION OR CLOSING YOUR ACCOUNT BELOW), WE RETAIN THE INFORMATION WE COLLECT FOR AT LEAST 5 YEARS AND MAY RETAIN THE INFORMATION FOR AS LONG AS NEEDED FOR OUR BUSINESS AND LEGAL PURPOSES.

2. INFORMATION SHARING AND DISCLOSURE

We may share aggregated Non-Identifying Information and we may otherwise disclose Non-Identifying Information (including, without limitation, Hashed Information) to third parties. We do not share your Personal Information with third parties for those third parties' marketing purposes unless we first provide you with the opportunity to opt-in to or opt-out of such sharing. We may also share the information we have collected about you, including Personal Information, as disclosed at the time you provide your information, with your consent, as otherwise described in this Privacy Policy, or in the following circumstances:

- **Service Providers:** We may employ third party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform Service-related services (e.g., without limitation, maintenance services, database management, web analytics and online advertising, payment processing, fraud detection and improvement of the Site's features) or to assist us in analyzing how our Service is used. These third parties may have access to your Personal Information in order to perform these tasks on our behalf.

- **What Happens If You Agree to Receive Information From Third Parties or Request That We Share Your Information:** You may be presented with an opportunity to receive information and/or marketing offers from one or more third parties. If you agree at that time to have your Personal Information shared, your Personal Information will be disclosed to that third party (or parties) and will be subject to the privacy policy and practices of that third party. We are not responsible for the privacy policies and practices of third parties, and, if you later decide that you no longer want to receive communications from a third party, you will need to contact that third party directly. You also may request, sometimes through your use of an SNS or similar interactive feature or third party application, that we share information about you with a third party and we will typically do so under those circumstances.
- **Legal and Investigative Purposes:** We will share information with government agencies as required by law, including without limitation, in connection with reporting earnings. We cooperate with government and law enforcement officials and private parties to enforce and comply with the law. We will disclose information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), at the request of governmental authorities or other third parties conducting an investigation, to protect our property and rights or those of a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, illegal, fraudulent, unethical or legally actionable activity. We may also use Device Identifiers to identify Users, and may do so in cooperation with third parties at our discretion.
- **Internal and Business Transfers:** We may share information, including Personal Information, with our subsidiaries, and affiliates, primarily for business and operational purposes. We may sell, transfer or otherwise share some or all of our assets, including your Personal Information, in connection with a merger, acquisition, reorganization or sale of assets (including, in each case, as part of the due-diligence process with any potential acquiring entity) or in the event of bankruptcy. You will be notified via email and/or a prominent notice on our website of any change in ownership or uses of your Personal Information, as well as any choices you may have regarding your Personal Information.
- **Sweepstakes, Contests and Promotions:** We may offer sweepstakes, contests, and other promotions (any, a “Promotion”) that may require registration. By participating in a Promotion, you are agreeing to the official rules that govern that Promotion, which may contain specific requirements of you, including, except where prohibited by law, allowing the sponsor(s) of the Promotion to use your name, voice, likeness or other indicia of persona in advertising or marketing associated with the Promotion. If you choose to enter a Promotion, your Personal Information may be disclosed

to third parties or the public in connection with the administration of such Promotion, including, without limitation, in connection with winner selection, prize fulfillment, and as required by law or permitted by the Promotion's official rules, such as on a winner's list.

3. *THIRD PARTY ANALYTICS PROVIDERS, AD SERVERS AND SIMILAR THIRD PARTIES*

We work with (or may in the future work with) network advertisers, ad agencies, analytics service providers and other vendors to provide us with information regarding traffic on the Service, including pages viewed and the actions taken when visiting the Service; to serve our advertisements on other web sites, within mobile apps and elsewhere online; and to provide us with information regarding the use of the Service and the effectiveness of our advertisements. Our service providers may collect certain information about your visits to and activity on the Service as well as other websites or services, they may set and access their own tracking technologies on your device (including cookies and web beacons), and may use that information to show you targeted advertisements. Some of these parties may collect Personal Information when you visit the Service or other online websites and services. We may also share certain Non-Identifying Information with these parties, including Hashed Information, in connection with the services they provide to us.

While we may use a variety of service providers to perform advertising services, some of these companies are members of the Network Advertising Initiative ("NAI") or the Digital Advertising Alliance ("DAA") Self-Regulatory Program for Online Behavioral Advertising. You may want to visit http://www.networkadvertising.org/managing/opt_out.asp, which provides information regarding targeted advertising and the "opt-out" procedures of NAI members. You may also want to visit or <http://www.aboutads.info/choices/>, which provides information regarding targeted advertising and offers an "opt-out" by participating companies in the DAA Self-Regulatory Program. You may also opt-out by clicking [here](#). Please note that opting out through these mechanisms does not opt you out of being served advertising, and you may continue to receive generic ads while online.

4. *YOUR CHOICES AND OPTING OUT*

Registered Users may update their choices regarding the types of communications you receive from us through your online account. You also may opt-out of receiving marketing emails from us by following the opt-out instructions provided in those emails. Please note that we reserve the right to send you certain communications relating to your Account or use of the Service (for example, administrative and service announcements) via email and other means and these transactional account messages may be unaffected if you opt-out from receiving marketing communications. You may opt-out of receiving text messages by replying "STOP" to any text message received. Registered Users who access the Service by using a mobile application may, with permission, receive push notifications. Similarly, registered Users who access the Service by using certain

desktop browsers may, with permission, receive push notifications. Notification preferences can be modified in the settings menu for the mobile application or the applicable browser.

5. CHANGING YOUR INFORMATION OR CLOSING YOUR ACCOUNT

Upon request we will provide you with information about whether we hold any of your Personal Information. You are responsible for maintaining the accuracy of the information you submit to us, such as your contact information. You may access, correct, or request deletion of your personal information by making updates to that information or by contacting us through your online account. If you request to access all Personal Information you've submitted, we will respond to your request to access within 30 days. If you completely delete all such information, then your account may become deactivated. If your account is deactivated or you ask to close your account, you will still be able to use the Service. If you would like us to delete your account in our system, you can do so by contacting us at info@mumbailocal.ca. We will use commercially reasonable efforts to honor your request; however, certain information will actively persist on the Service even if you close your account, including listing and rental information and messages you posted to the Service. In addition, your Personal Information may remain in our archives and information you update or delete, or information within a closed account, may persist internally or for our administrative purposes. It is not always possible to completely remove or delete information from our databases. In addition, we typically will not remove information you posted publicly through or on the Service. Bear in mind that neither you nor we can delete all copies of information that has been previously shared with others on the Service.

6. SECURITY

We take commercially reasonable steps to help protect and secure the information we collect and store about Users. All access to the Site is encrypted using industry-standard transport layer security technology (TLS). When you enter sensitive information, we encrypt the transmission of that information using secure socket layer technology (SSL). We also use HTTP strict transport security to add an additional layer of protection for our Users. But remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. Thus, while we strive to protect your personal data, we cannot ensure and does not warrant the security of any information you transmit to us.

7. INTERNATIONAL TRANSFER OF PERSONAL INFORMATION

Aamchi Mumbai is a Canada company, and the Site and Service are intended only for persons and organizations located in Canada and the United States. If you are located outside Canada and the United States and choose to provide information to us, we transfer Personal Information to Canada or the United States for processing. Canada and the United States may not have the same data protection laws as the country in which you initially provided the information. When we transfer your information to Canada or the United States, we will protect it as

described in this Privacy Policy. By visiting the Service, or providing us with any information, you fully understand and unambiguously consent to this transfer, processing and storage of your information in Canada or the United States.

8. LINKS TO OTHER SITES

Our Service contains links to other websites. If you choose to click on a third party link, you will be directed to that third party's website. The fact that we link to a website is not an endorsement, authorization or representation of our affiliation with that third party, nor is it an endorsement of their privacy or information security policies or practices. We do not exercise control over third party websites. These other websites may place their own cookies or other files on your computer, collect data or solicit Personal Information from you. We encourage you to read the privacy policies or statements of the other websites you visit.

9. PROFILE

Unless we notify you in advance by posting a notification on the Site and/or by email, we will not share the profile you create on our Site except as stated in the Terms of Service and this Privacy Policy. While we strive to protect your profile and personal data, please remember that no method of transmission over the Internet, or any method of electronic storage, is 100% secure and that we cannot ensure and do not warrant the security of any information you transmit to us. You may change the privacy settings of your profile through your account portal.

10. PHISHING

Phishing websites imitate legitimate websites in order to obtain personal or financial information. Identity theft and the practice currently known as "phishing" are of great concern to us. For more information about phishing, visit the website of the Federal Trade Commission at <http://www.consumer.ftc.gov/articles/0003-phishing>. In addition, if you believe you have received an email or had a similar interaction with a third party pretending to be Mumbai Local, please report it at info@mumbailocal.ca.

4. CHANGES TO THIS POLICY

We may update this Privacy Policy at any time and any changes will be effective upon posting such change(s) on the Site. In the event that there are material changes to the way we treat your Personal Information, we will display a notice through the Service prior to the change becoming effective. We may also notify you by email, in our discretion. However, we will use your Personal Information in a manner consistent with the Privacy Policy in effect at the time you submitted the information, unless you consent to the new or revised policy.

5. CONTACTING US

If you have any questions about this Privacy Policy, please contact us at info@mumbailocal.ca or by mail addressed to Aamchi Mumbai Restaurant LTD., 1148 Davie St., Vancouver, British Columbia V6E1N1.

MUMBAI LOCAL COOKIE POLICY

Effective Date: July 15, 2019

Mumbai Local uses “cookies” in conjunction with the Site and Service to obtain information. A cookie is a small data file that is transferred to your device (e.g., your phone or your computer) for record-keeping purposes. For example, a cookie could allow the Service to recognize your browser, while another could store your preferences and other information. Your browser may allow you to set how it handles cookies, such as declining all cookies or prompting you to decide whether to accept each cookie. But please note that some parts of the Service may not work as intended or may not work at all without cookies.

1. MUMBAI LOCAL AND THIRD PARTY COOKIES

Mumbai Local may place our cookies on your device via the Site. Accordingly, our Privacy Policy will apply to our treatment of the information we obtain via our cookies. We may also allow our business partners to place cookies on your device. For example, we may use but are not limited to Google Analytics for web analytics, and so Google may also set cookies on your device. As further explained below, third parties may also place cookies on your device for advertising purposes. There are two types of cookies used on the Site, namely “persistent cookies” and “session cookies”. Session cookies will normally expire when you close your browser, while persistent cookies will remain on your device after you close your browser and can be used again the next time you access the Site. The Site may also use other technologies with similar functionality to cookies, such as web beacons and tracking URLs to obtain Log Data about users. We may also use web beacons and tracking URLs in our messages to you to determine whether you have opened a certain message or accessed a certain link.

2. USES FOR MUMBAI LOCAL COOKIES

Mumbai Local uses cookies for a number of purposes, such as the following:

1. to enable, facilitate and streamline the functioning of the Site across different web pages and browser sessions;
2. to simplify your access to and use of the Site and make it more seamless;
3. to monitor and analyze the performance, operation and effectiveness of the Site, so that we can improve and optimize it; and
4. to show you content (which may include advertisements) that is more relevant to you.

3. USES FOR THIRD PARTY COOKIES

Our partners' cookies are intended to obtain information to help them provide services to Mumbai Local. For example, third party companies and individuals we engage to provide services to us may track your behavior on our Site to market and advertise Mumbai Local services to you on the Site and third party websites. Third parties that use cookies and other tracking technologies to deliver targeted advertisements on our Site and/or third party websites may offer you a way to prevent such targeted advertisements by opting-out at the websites of industry groups such as the Network Advertising Initiative (<http://www.networkadvertising.org/choices/>) and/or the Digital Advertising Alliance (<http://www.aboutads.info/choices/>). You may also be able to control advertising cookies provided by publishers, for example Google's Ad Preference Manager (<https://www.google.com/settings/ads/onweb/>). Please note that even if you choose to opt-out of receiving targeted advertising, you may still receive advertising on the Site – it just will not be tailored to your interests. In addition, Facebook places a cookie via the Site that allows Facebook to obtain aggregated, non-Personal Information to optimize their services. For example, if a user clicks on an advertisement for the Mumbai Local mobile app on Facebook and subsequently installs the app, this cookie will inform Facebook that a user (who is not personally identified) has installed the app after clicking on the advertisement. This cookie may also inform Facebook that a user is using the app, without identifying the specific actions taken by the user in the app.

4. DISABLING COOKIES

Most browsers automatically accept cookies, but you can modify your browser setting to decline cookies by visiting the Help portion of your browser's toolbar. If you choose to decline cookies, please note that you may not be able to sign in, customize, or use some of the interactive features of the Site. Flash cookies operate differently than browser cookies, and cookie management tools available in a web browser will not remove flash cookies. To learn more about how to manage flash cookies, you can visit the Adobe website (<http://www.adobe.com/>) and make changes at the Global Privacy Settings Panel (http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager02.html).

5. CHANGES TO THIS COOKIE POLICY

We can change this Cookie Policy at any time. If we make material changes to the Cookie Policy, we will let you know either by posting the changed Cookie Policy on the Site or by sending you an email. It's important that you review the changed Cookie Policy. If you do not wish to agree to the changed Cookie Policy, then we cannot continue to provide the Site to you, and your only option is to stop accessing the Site and deactivate your Mumbai Local account.

MUMBAI LOCAL TERMS OF USE

Effective Date: July 15, 2019

In order to maintain a safe and trusted marketplace for <https://mumbailocal.ca> and all related and affiliated websites (the “Site”) and to avoid use of the Site or Service for unauthorized or unintended purposes, we require you and all other users of the Site (each, a “User”) to agree to and comply with these Terms of Use (the “Terms”). These Terms set forth the acceptable and prohibited uses of our Site and are in addition to the other Terms of Service. By accessing the Site or using any of the Site or Service after the effective date, you agree to these Terms. You are also independently responsible for complying with all applicable laws related to your use of the Site or the Service whether or not covered by the Terms.

1. PROHIBITED SITE USE

The uses described in these Terms are prohibited regardless of where on the Site they occur. For example, the activities are prohibited in Profiles, messages, comments, communications with customer service or disputes, and feedback.

1.1 ILLEGAL, FRAUDULENT, HARMFUL, OR OFFENSIVE USES

You may not use, or encourage, promote, facilitate, or instruct or induce others to use, the Site or Service for any activities that violate any law, statute, ordinance or regulation; for any other illegal, fraudulent, harmful, or offensive purpose; or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive.

Examples of prohibited uses of the Site or Service include:

- Seeking, offering, or endorsing illegal, obscene, or pornographic items or activities, including items (i) that would violate the intellectual property rights, including copyrights, of another person, entity, service, product, or website or (ii) that would involve the creation, review, or editing of pornographic, erotic, obscene, or sexually explicit material;
- Posting content or comments that are offensive, defamatory, profane, vulgar, obscene, threatening, discriminatory, illegal, pornographic, obscene or sexually explicit in nature;
- Unlawfully discriminating on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military/veteran status or any basis protected by applicable law;

- Misusing a community forum or Content to express political or religious views or for social commentary;
- Posting content or comments that is harassing towards another person or violates the rights of a third party;
- Posting identifying information concerning another person;
- Using a PayPal or charge or debit card account not belonging to you without the permission of the owner;
- Spamming other Users;
- Using any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission or collecting or harvesting any personally identifiable information, including Account names, from the Site; and
- Engaging in any conduct that is reasonably likely to or that is intended to harm the Site, including (i) imposing an unreasonable or disproportionately large load (in our sole discretion) on the Site's infrastructure; (ii) interfering or attempting to interfere with the proper operation of the Site or Service or any activities conducted on the Site; (iii) bypassing any measures we may use to prevent or restrict access to the Site or any subparts of the Site, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content therein; or (iv) attempting to interfere with or compromise the system integrity or security or decipher any transmissions to or from the servers running the Site.

1.2 USING THE SITE TO POST FALSE OR MISLEADING CONTENT

All Profiles and other Content posted to the Site must be truthful and not misleading. Here are examples of prohibited uses:

- Impersonating any person or entity, including, but not limited to, a Mumbai Local representative or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- Falsely attributing statements to any Mumbai Local representative or User; and
- Falsely stating or implying a relationship with Mumbai Local or with another company with whom you do not have a relationship.

2. ENFORCEMENT

We reserve the right, but do not assume the obligation, to investigate any violation of these Terms. We may investigate violations and may remove, disable access to, or modify any Content that violates these Terms.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate User information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of these Terms.

3. REPORTING AND CORRECTING VIOLATIONS

If you become aware of any violation of these Terms, you must immediately report it to us at info@mumbailocal.ca. You agree to assist us with any investigation we undertake and to take any remedial steps we require in order to correct a violation of these Terms.