

Terms and Conditions

Acceptance of Terms and Use

We operate and host the Website located at: <u>www.rollsmania.com</u>, on servers that are located in the India on behalf of **GOLDENOAK FOOD AND BEVERAGES PVT. LTD.**, also the owner and franchisor of the **Rolls Mania Brand.**

BY ACCESSING, BROWSING, AND/OR USING THE PAGES OR SERVICES POSTED ON THE WEBSITE, YOU AGREE TO THESE TERMS. YOU CONSENT TO RECEIVE REQUIRED NOTICES (IF ANY). YOU REPRESENT THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE OR THE AGE OF MAJORITY IN YOUR COUNTRY. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, PLEASE DO NOT ACCESS, BROWSE, OR USE THE WEBSITE.

GOLDENOAK FOOD AND BEVERAGES PVT. LTD. hereinafter accredited by brand name **ROLLS MANIA** [®] makes no representations about the suitability, completeness, timelines, reliability, or accuracy of the information, products and described or contained in this site for any purpose, all information, products and services are provided on this website for any purpose, all information, products and services are provided on this website for any purpose, all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

The Website may include a ROLLS MANIA [®] restaurant locator; menu & nutrition information; catering information; contact information; "about us" information, including history, news, social responsibility, and FAQ's; career information; and ROLLS MANIA [®] franchise information.

If you have questions about the products, procedures, or ingredients at a particular restaurant, please contact the restaurant.

While we operate the Website, we are not responsible for the operation of ROLLS MANIA [®] Franchisees, the restaurants are owned and operated by independent franchisees. The Franchisee is solely and independently responsible for its legal and regulatory compliance, for any issues relating to the sale of menu items to you, and for any employment or service related matters in the restaurant.

Any information available on the Website is not intended as an offer to sell, or the solicitation of an offer to buy, a franchise. It is for informational purposes only. In the event of any conflict or difference in interpretation, the language in the ROLLS MANIA [®] Franchise Disclosure Document shall prevail. Franchise Offering is by prospectus only. An offer to sell a franchise is only commenced by the delivery of the disclosure to you in compliance with the laws that regulate the sale of franchise opportunities. The number of Franchisees functional across the country may change without prior notice.

License & Site access

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Account & Registration Obligations

All have to register and login for placing orders on the Site. You have to keep your account and registration details current and correct for communications related to your purchases from the site. While applying for a Franchise Enquiry on the Site you have to keep your account and registration details current and correct.

<u>Price</u>

All the products listed on the Site will be sold at the pricing decided unless otherwise specified. The prices mentioned at the time of ordering will be the prices charged on the date of the delivery. Although prices of most of the products do not fluctuate on a daily basis but some of the commodities and fresh food prices do change sporadically. Different Online portals and websites might show different prices. Prices of any product may change without any prior notice.

The prices mentioned on the website are not final or all-inclusive. Prices may vary according to the location or as per the discretion of the associate/partner/third party vendor. Packaging and delivery will be charged extra.

Images and Colors

We have made every effort to display the images and colors of our products that appear on the Website / Social Media Platforms as accurately as possible. However, as the actual products and colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate.

The products listed in the menu across India may differ according to region preferences and availability. The items on the menu may change without any prior notice. Unavailability of any product that is listed on the menu is solely a concern of that particular outlet and ROLLS MANIA [®] as a brand will not be held accountable for the same.

Packaging

ROLLS MANIA [®] has maintained a standard packaging structure across all outlets. Packaging charges might be added in the final charges. However, the packaging material might change without any prior notice.

Employment Information

ROLLS MANIA [®] is an equal opportunity employer. ROLLS MANIA [®] provides equal employment opportunity to qualified persons without regard to race, color, religion, sex, national origin, age, veteran status, disability or other protected status.

ROLLS MANIA [®] trains their employees and servers according to service standards important for customers, potential customers, employees and management of the business. However, ROLLS MANIA [®] will not be held accountable for misdemeanor or misconduct of any server based on personal disruption / dispute or preference. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

You Agree and Confirm

- 1. That in the event that a non-delivery occurs on account of a mistake by you (i.e. wrong name or address or any other wrong information) any extra cost incurred by ROLLS MANIA [®] for redelivery shall be claimed from you.
- 2. That you will use the services provided by the Site, its affiliates, consultants and contracted companies, for lawful purposes only and comply with all applicable laws and regulations while using and transacting on the Site.
- 3. You will provide authentic and true information in all instances where such information is requested of you. ROLLS MANIA [®] reserves the right to confirm and validate the information and other details provided by you at any point of time. If upon confirmation your details are found not to be true (wholly or partly ROLLS MANIA [®] has the right in its sole discretion to reject the registration and debar you from using the Services and / or other affiliated website without prior intimation whatsoever.
- 4. That you are accessing the services available on this Site and transacting at your sole risk and are using your best and prudent judgment before entering into any transaction through this Site.

- 5. That the address at which delivery of the product ordered by you is to be made will be correct and proper in all respects.
- 6. That Veg and Non Veg food is served in all Rolls Mania (R) outlets and all employees are trained thoroughly to avoid any error(s). However, in the event of any exchange of food, will be responsibility of the employee and Rolls Mania (R) shall not be held responsible
- 7. That before placing an order you will check the product description carefully. By placing an order for a product you agree to be bound by the conditions of sale included in the item's description.
- 8. That any type of food allergies, food sensitivities and palate preferences is a personal subject and ROLLS MANIA [®] is not accountable for any harm caused due to such reasons.

You may not use the Site for any of the following purposes:

- 1. Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
- 2. Transmitting material that encourages conduct that constitutes a criminal offence or results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.
- 3. Gaining unauthorized access to other computer systems.
- 4. Interfering with any other person's use or enjoyment of the Site.
- 5. Breaching any applicable laws;
- 6. Interfering or disrupting networks or web sites connected to the Site
- 7. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

Modification of Terms & Conditions of Service

We may change the Terms at any time in our sole discretion. The changed Terms will be effective immediately upon posting and, by continuing to use the Website, you agree to the new Terms. You are responsible for staying informed of any changes. If you do not agree to the new Terms, your only remedy is to discontinue use of the Website.

While we may make reasonable efforts to provide accurate and timely information about the ROLLS MANIA [®] Brand on the Website, you should not assume that the information provided is always up to date or that the Website contain all the relevant information available.

You can access the latest version of these Terms & Conditions at any given time on the Site. You should regularly review the Terms & Conditions on the Site. In the event the modified Terms & Conditions is not acceptable to you, you should discontinue using the Service. However, if you continue to use the Service you shall be deemed to have agreed to accept and abide by the modified Terms & Conditions of Use of this Site.

Governing Law and Jurisdiction

This User Agreement shall be construed in accordance with the applicable Laws of India. The Courts at Pune shall have exclusive jurisdiction in any proceedings arising out of this agreement. Any dispute or difference either in interpretation or otherwise, of any terms of this User Agreement between the parties hereto, also the same shall be referred to an independent arbitrator who will be appointed by ROLLS MANIA [®] and his decision shall be final and binding on the parties hereto. The above arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held in Pune. The High Court of judicature at Pune alone shall have the jurisdiction and the Laws of India shall apply.

Reviews, Feedback, Submissions

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Objectionable Material

You understand that by using this Site or any services provided on the Site, you may encounter Content that may be deemed by some to be offensive, indecent, or objectionable, which Content may or may not be identified as such. You agree to use the Site and any service at your sole risk and that to the fullest extent permitted under applicable law, ROLLS MANIA [®] and its affiliates shall have no liability to you for Content that may be deemed offensive, indecent, or objectionable to you.

Indemnity

You agree to defend, indemnify and hold harmless ROLLS MANIA [®] its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to ROLLS MANIA [®] or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfillment of any of your obligations under this User Agreement or arising out of the your violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or termination of this User Agreement.

Termination

This User Agreement is effective unless and until terminated by either you or ROLLS MANIA [®] You may terminate this User Agreement at any time, provided that you discontinue any further use of this Site. ROLLS MANIA [®] may terminate this User Agreement at any time and may do so immediately without notice, and accordingly deny you access to the Site. Such termination will be without any liability to ROLLS MANIA [®] Upon any termination of the User Agreement by either you or ROLLS MANIA [®] You must promptly destroy all materials downloaded or otherwise obtained from this Site, as well as Rall copies of such materials, whether made under the User Agreement or otherwise. ROLLS MANIA [®]'s right to any Comments shall survive any termination of this User Agreement. Any such termination of the User Agreement shall not cancel your obligation to pay for the product already ordered from the Website or affect any liability that may have arisen under the User Agreement.

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