

Terms and Conditions of Service

Last updated: 1st July 2021

Greeting and Welcome to Cup Zero's Terms and Conditions of Service!

TLTR: Following are the terms of service which reflect the rights and obligations and our disclaimers and limitation of legal liability. By accessing or using the App or Website (*defined below*) you agree to be bound not only by Terms and Conditions of Service but also Privacy Policy [*provide the link*]. Please read these Terms and Conditions of Service carefully.

PREAMBLE

1. This Terms and Conditions of Service (hereinafter called the “**T&C**”) is entered into between CupZeroGo Inc address in 33 MalcolmX Blvd, Brooklyn, NY, 11221 (hereinafter called “**Company**”, “**we**”, “**our**”, or “**us**”) which provides the website <https://www.cupzero.com/> (the “**Website**”) and the Cup Zero mobile application (“**App**”) and you or the company or other legal entity that you represent (“**you**” or “**your**” or “**Customer**” or “**Retailers**”). This T&C sets out the covenants under which you may access and use the Website and App.
2. You hereby by the use/access of the Website and App confirm and signify that you have read, understood and agree to be bound by this T&C in its entirety. If you choose not to agree with the T&C then you are not authorised to access or use this Website & App. You will be governed by this T&C even if you do not have a registered account with us.
3. **Background & Service:** The Website and App is an online platform for providing services (the “**Service**”) which includes but does not limit to providing the Customer and the Retailers with an environmentally friendly way to use reusable cups (“**Equipment**”) by:-
 - a. making the Equipment available with the Retailers where the Customers can access the Equipment and it is ready for the use of Customers;
 - b. engaging Equipment exchange system with each Retailer to facilitate the reuse of Equipment by Customers and Retailers; and
 - c. providing a scan QR code technique on the App for the Customers to find the closest drop off point with the participating Retailers.

REGISTRATION FOR CUSTOMERS

4. If you as a Customer wish to use the Services you need to login to the App and register yourself. You warrant that you are at least 18 years old and you are legally capable of entering into binding contracts. If you are under 18 years old, you warrant that you have obtained consent from your parent or guardian and they agree to be bound by this T&C on your behalf.
5. In order to register you need to submit current, complete and accurate information as requested on the registration page which may include but does not limit to:
 - a. your full name, email address, telephone number and location;
 - b. Credit card account details;
 - c. a username; and
 - d. a password.
6. You understand that by providing us with any information as part of the registration process that you may receive emails, SMS messages, newsletters and marketing material. If you do not wish to receive updates or correspondence you may contact us at *[mention the support mail-id]* and unsubscribe at any time.

REGISTRATION FOR RETAILER

7. If you as a Retailer wish to use the Services you need to login to the website and register with the following:
 - a. the details of the Retailer, including but not limited to business name, business address; business contact phone number, a business email address; business operating hours;
 - b. the company registration number (CRN);
 - c. bank account details;
 - d. a brief description of the Retailer and
 - e. a username and a password.
8. You warrant that if you are applying for an account on behalf of a Retailer, that you have the authority to do so.
9. As a Retailer, you agree and acknowledge that by registering with us, you agree to allow us to promote you as our Retailer and that you use the Services among Customers and other potential customers.

OBLIGATION AS CUSTOMER AND RETAILER

10. You shall use the Services only for the purposes that are stated in this T&C and not breach any terms set out in this T&C.
11. You shall not share your registered account details with any other person, except where you are Retailer and authorise the use of the account with employees or other registered owners, directors or managers of the Retailer.
12. You shall not alter, modify, copy or distribute any part of these Services in any medium whatsoever.
13. You shall not attempt to gain unauthorised access to any portion or feature of the Services, or any other systems or networks connected to the Services or servers, by any illegitimate means.
14. You should notify us immediately of any unauthorised use of your registered account.
15. You agree to report missing or damaged Equipment to us within 24 hours so that the replacement could be done in a timely manner.
16. You shall ensure that the Equipment is kept in good condition and is not mishandled which may cause damaged, defaced, modified or otherwise altered.
17. You as a Retailer will ensure that the returned Equipment(s) are properly cleaned, sanitized and stored to the standards set out in (but not limited to) the applicable laws and the standards set out by us.

COMPANY'S RIGHTS

18. We reserve the right to monitor the use of Services for breaches of the T&C.
19. We shall take any appropriate legal action against anyone who, in our sole discretion, breaches the law or T&C.
20. We reserve the rights to monitor, retain and disclose any information as necessary to satisfy any applicable law, legal requirement, police investigation or other government inquiry.
21. We reserve the rights to manage our Services in a manner designed to protect our rights and to facilitate the proper delivery of our products and services.

PROCESS OF RENTING

22. The QR code technique on the App that is in place ensures that each Equipment is scanned when it is checked out or returned. Every time the Equipment is checked out or

returned to the Retailer, data is collected to keep a record of the usage of the Equipment. The collection of these data is as per our Privacy Policy [*mention the link*].

23. The Retailers have their scanning point in the store and the Equipment shall be scanned when it is returned after use or check out upon purchase of a beverage from a Retailer.
24. Due to some issue, if the Equipment cannot be scanned at the scanning point on check out or return of Equipment, you agree to enter the Equipment code manually and report this issue to [*mention the support mail-id*].
25. As a Retailer you agree:
 - a. To notify the Customer to scan each Equipment that is rented out or returned
 - b. To ensure that the scanning point is appropriately labelled and visible in the store
 - c. To notify us immediately of any technical difficulties, or any technical fault.
26. You agree to accept the terms for the renting of Equipment as provided in this T&C or any rental agreement signed between you and the Company.
27. You as a Customer agree that the Equipment provided to you is short-termed and you shall return the Equipment to the participating Retailer within fourteen (14) day period (the “**Rental Period**”).
28. If you as a Customer do not return the Equipment or damage the Equipment a fee of [*mention the amount*] will be applied and charged as a replacement cost of the Equipment.
29. You as a Customer shall be allocated a maximum of two (2) pieces of Equipment.

PAYMENTS & DEDUCTIONS

30. We also reserve the right for automatic deduction from your account for the payments due to us after informing you.

Furthermore, we also reserve the right to automatically deduct an amount of the payment and the fine from your account if you have failed to return the Equipment.
31. You hereby authorize us to charge the credit card, debit card, Apple Pay, or any other mode of payment associated with your account for all fees incurred by you as well as such amounts due in connection with any overdue, damaged, stolen, or loss of Equipment, and we may, at our sole discretion, place an authorization hold on your credit card, debit card, Apple Pay, or any other associated card to cover any such amounts. If you dispute any charge on your account, then you must contact us at [*mention the support mail-id*] within ten (10) business days of your receipt of your statement containing the disputed charge.

PRIVACY

32. The Privacy Policy mentions the ways we collect and use your information and it can be found in this link *[mention the link to Privacy Policy]*. By using our Services, you consent to the processing described therein and warrant that all data provided by you is accurate. The Privacy Policy forms part of this T&C.

TERMINATION OF USE

33. We reserve the right, without notice and at our sole discretion, to terminate or suspend your account and access to the Services and to block or prevent your future access and use of the Services. If necessary, we may also remove any content or information that you have shared if we believe it has violated the T&C.
34. Termination or suspension of this T&C howsoever occasioned shall be without prejudice to rights and obligation accrued or incurred prior to the date of expiry or termination and accounts or other obligation shall be settled within thirty days of such termination.
35. Upon termination of T&C and the closing of the registered account, you will no longer have access to the Service and will not be permitted to utilise the App, for a period of twelve (12) months.
36. Upon termination of T&C with Retailer, we shall notify the Customer associated with the Retailer about this termination in writing.
37. A Customer may terminate the Service at any time. Upon termination, Customer shall return any Equipment that Customer have borrowed and/or pay any outstanding fees accrued.
38. The Retailer may terminate the Service at any time by giving a thirty (30) days' notice in writing to us. Termination will be effective upon the expiration of thirty (30) days from the giving of notice.

INTELLECTUAL PROPERTY

39. Any trademarks, branding, drawings, designs, and all other intellectual property of the Company embodied in, displayed on, or otherwise provided in connection with the Equipment or otherwise ("**Intellectual Property**"), shall remain the sole property of the Company. Without Company's express prior written permission, you will not (a) remove,

alter, or deface any trademark or branding including with or displayed on the Equipment, and (b) reproduce, use, or communicate to third parties of any such Intellectual Property.

40. If at any point of time, with or without our request you happen to send us any creative ideas, comment, suggestions, proposals, plans or any other material via mail or any other medium (collectively called “**Idea**”) you hereby acknowledge and agree that we may, at any time without restriction, edit, copy, publish, distribute, translate and otherwise use any medium and any ideas that you forward to us. We are not obligated to (a) keep the Idea(s) confidential (b) pay compensation for any Idea(s) (c) respond to any Idea(s) (d) acknowledge you for the Idea.

CANCELLATION/REFUND

41. If you are not satisfied with the Service provided you shall notify us on [*provide the support mail-id*] and we will attempt to resolve the concern. It is our discretion to provide you with a refund.

NO WARRANTY

42. Supplier shall provide the Equipment ‘as is’ and ‘as available’ basis without any warranty, expressed or implied.
43. We do not warrant that the App, Website and the Service will function uninterrupted and that the Equipment will always be available for use.
44. We do not and cannot warrant that the Website and the App are error-free or the defects will be corrected. Furthermore, we do not warrant that the Website and the App is virus-free or sans other harmful components
45. We do not warrant those results or the use of the App and Service will meet the requirements.
46. We are not liable for the consequences of any interruptions or error in the App or Service.

INDEMNITY

47. You agree to indemnify, defend and hold harmless the Company from any expenses incurred, claims made by you or third parties, for liabilities assessed against the Company, including but not limited to court costs, attorneys’ fees, and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, your breach or failure to abide by any part of this T&C and/or your actions or inactions which cause injury or damage to yourself or any third party.

LIMITATION OF LIABILITY

48. You do hereby acknowledge and agree that if either party is found to be liable for any claims on any basis, such liability shall be limited to the greater of (a) the total fees paid by you hereunder or (b) One-Hundred USD (\$100).
49. You agree that we shall not be liable for any damages suffered as a result of using the App, Service or Equipment.
50. In no event shall we will be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantages) however it arises, whether for breach of contract or in tort, even if it has been previously advised of the possibility of such damage.
51. Without limiting the foregoing, in no event will our aggregate liability to you exceed, in total, the amounts owing by you to us.

TITLE AND OWNERSHIP

52. The ownership and title of Equipment shall always be with the Company. At no point of time shall the ownership and/or title shall pass to you unless otherwise expressly provided by us in writing.

CONFLICTING TERMS

53. The terms of this T&C shall prevail notwithstanding contrary or additional terms in an agreement or contract entered into by you and the Company for the Services.

CHANGE IN T&C

54. We reserve the right to change, modify, add or remove any of these terms of this T&C at any time and at its sole discretion. We will give you at least thirty (30) days' notice of any changes or notify you of the changes when you next access the Services. It is your responsibility to check the T&C periodically for changes. Your continued use of the Services following the posting of changes to these T&C will mean that you accept and agree to the changes.

GOVERNING LAW AND JURISDICTION

55. This Contract will be governed by and construed in accordance with the laws of New York, United States of America.

56. Each party hereby absolutely and irrevocably consents and submits to the exclusive venue and jurisdiction of the courts in New York and of any court located therein in connection with any actions or proceedings arising out of or relating to this T&C.

MISCELLANEOUS

57. No waiver by either party of any term of this T&C, whether by conduct or otherwise, in any one or more instance, shall be deemed a continuing waiver of any such term or condition, or a waiver of any other term or condition of this T&C. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa unless the context otherwise requires.

58. If any provision of this T&C shall be found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

59. You may not assign this T&C or any of your rights and remedies unless permitted by us in writing.

COMPLAINT

60. Any questions, complaints, or claims regarding the Services, or these T&C should be directed to:

Address:

E-mail: