

Terms and Conditions

1. Please read these Terms and Conditions (<https://www.britishindiancurryhut.sg/terms-and-conditions/>) carefully (including our Security & Privacy Policy <https://www.britishindiancurryhut.sg/privacy-policy-2/>) before using our website www.britishindiancurryhut.sg (“**Site**”) and/or our Services (defined below), so that you are aware of your legal rights and obligations with respect to British Indian Curry Hut (“**British Indian Curry Hut**”, “**BICH**”, “**we**”, “**our**” or “**us**”).
2. By accessing this Site and/or using the Services, you hereby agree:
 - 2.1. that you have read and agree to be legally bound by these Terms and Conditions (including our Security & Privacy Policy <https://www.britishindiancurryhut.sg/privacy-policy-2/>; and
 - 2.2. that you are the user of the Site and/or Services and are 18 years or above. Alcohol listings on the Site or Services are intended for those who are 18 years or above and may only be purchased by those who are 18 years and above.
 - 2.3. **If you are below 18 years old:** you must obtain consent from your parent(s) or legal guardian(s), their acceptance of these Terms and Conditions and their agreement to take responsibility for: (i) your actions; (ii) any charges associated with your use of any of the Services or the Site; and (iii) your acceptance and compliance with these Terms and Conditions. **If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing this Site and using the Services.**
3. If you do not accept these Terms and Conditions, please leave the Site and/or discontinue use of the Services immediately.
4. Access to and use of password protected and/or secure areas of the Site and/or use of the Services are restricted to Customers with Accounts (defined below) only. You may not obtain or attempt to obtain unauthorised access to such parts of this Site and/or Services, or to any other protected information, through any means not intentionally made available by us for your specific use. A breach of this provision may be an offence under the Computer Misuse Act (Chapter 50A) of Singapore.
5. British Indian Curry Hut may at any time vary or amend these Terms and Conditions by posting the amended Terms and Conditions on the Site. Any use of the Site or Services after the amendment of these Terms and Conditions is deemed acceptance of the amended Terms and Conditions by you. If you do not agree to the amended Terms and Conditions, you have the right to stop using the Site and/or Services.

Site and Services

1. The Site is owned and maintained by British Indian Curry Hut.
2. British Indian Curry Hut operates an online e-commerce store through the Site, which offers one or more of the following features and services (each a “**Service**” and collectively the “**Services**”), mainly for the browsing and purchasing of products and operates and offers scheduling of third party seller (Marketplace), logistics provider, courier, or vehicle through the use of Site:

- 2.1. access to a collection of information, products, services, data, text, listings, pricing, graphics, images, videos, audio files and other types of works;
 - 2.2. search engines or tools;
 - 2.3. blogs, message boards, communication tools;
 - 2.4. email or message alerts; and
 - 2.5. any other services, features, content or applications that British Indian Curry Hut may offer through the Site from time to time in our sole and absolute discretion.
3. British Indian Curry Hut reserves the right to change, modify, suspend or discontinue the whole or any portion of the Services, Site at any time. We may also impose limits on certain features or restrict your access to parts or the entire Services or Site without notice or liability.

License

1. British Indian Curry Hut hereby grants you a personal, non-exclusive and non-transferable licence to use the Site, and access and use the Services available via the Site, subject to the terms set out in these Terms and Conditions.
2. You agree not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, broadcast, distribute, sell, trade, exploit or use for any commercial or other purposes, any portion of, or any access to:
 - 2.1. any Service;
 - 2.2. the Site;
 - 2.3. any materials, information, news, advertisements, listings, pricing, data, input, text, songs, audio, video, pictures, graphics, software, blogs, forums, message boards, broadcasts, comments, suggestions, ideas and other content, that is made available on or via the Site or Services (collectively, "**Content**"), except, to the extent permitted, with the prior written consent of British Indian Curry Hut or unless expressly permitted in these Terms and Conditions.
3. Without prejudice to the generality of **Clause 2**, you agree not to reproduce, display or otherwise provide access to the Content, for example through framing, mirroring, linking, spidering, scraping or any other technological means (including any technology available in the future), without the prior written permission of British Indian Curry Hut.
4. The Content are the copyrighted work of British Indian Curry Hut or our content or software providers, and British Indian Curry Hut reserves and retains all rights in the Content.
5. You may not decompile, reverse engineer or otherwise attempt to discover the source code of any Content, except under the specific circumstances expressly permitted by law or British Indian Curry Hut in writing.

6. You may not hack into, interfere with, disrupt, disable, over-burden or otherwise impair the proper working of the Content or our servers, which shall include but is not limited to denial-of-service attacks, spoof attacks, session hacking, tampering, spamming, reverse engineering or reprogramming.
7. You agree to comply with any and all the guidelines, notices, operating rules and policies and instructions pertaining to the use of the Services and/or access to the Site, as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these guidelines, notices, operating rules and policies and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Site.
8. Restricted activities: You agree and undertake NOT to:
 - 8.1. impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;
 - 8.2. use the Site or Services for illegal purposes;
 - 8.3. attempt to gain unauthorized access to or otherwise interfere or disrupt other computer systems or networks connected to the Site or Services;
 - 8.4. post, promote or transmit through the Site or Services any Prohibited Materials. For the avoidance of doubt, "Prohibited Material" means any information, graphics, photographs, data and/or any other material that:
 - 8.4.1. contains any computer virus or other invasive or damaging code, program or macro;
 - 8.4.2. infringes any third-party Intellectual Property or any other proprietary rights;
 - 8.4.3. is defamatory, libellous or threatening;
 - 8.4.4. is obscene, pornographic, indecent, counterfeited, fraudulent, stolen, harmful or otherwise illegal under the applicable law (including without limitation the provisions of the Singapore Broadcasting Authority (Class Licence) Notification 1996); and/or
 - 8.4.5. is or may be construed as offensive and/or otherwise objectionable, in our sole opinion.
 - 8.5. interfere with another's utilization and enjoyment of the Site or Services;
 - 8.6. use or upload, in any way, any software or material that contains, or which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the Site's data or

damage or interfere with the operation of another Customer's computer or mobile device or the Site or Services; and

- 8.7. use the Site or Services other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other applicable laws.
9. Availability of Site and Services: We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Site or any Services and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Site or any part of the Services.
10. Right, but not obligation, to monitor content: We reserve the right, but shall not be obliged to:
 - 10.1. monitor, screen or otherwise control any activity, content or material on the Site and/or through the Services. We may in our sole and absolute discretion, investigate any violation of the terms and conditions contained herein and may take any action it deems appropriate;
 - 10.2. prevent or restrict access of any Customer to the Site and/or the Services;
 - 10.3. report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities; and/or
 - 10.4. to request any information and data from you in connection with your use of the Services and/or access of the Site at any time and to exercise our right under this paragraph if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.
11. Additional terms: In addition to these Terms and Conditions, the use of specific aspects of the Content and Services, more comprehensive or updated versions of the Content offered by us or our designated sub-contractors, may be subject to additional terms and conditions, which will apply in full force and effect.
12. Restrictions: Use of the Services is limited to authorised Customers that are of legal age and who have the legal capacity to enter into and form contracts under any applicable law. Customers who have breached or are in breach of the terms and conditions contained herein and Customers who have been permanently or temporarily suspended from use of any of the Services may not use the Services even if they satisfy the requirements of this Clause.
13. General Terms and Conditions:

You agree:

13.1. to access and/or use the Services only for lawful purposes and in a lawful manner at all times and further agree to conduct any activity relating to the Services in good faith; and

13.2. to ensure that any information or data you post or cause to appear on the Site in connection with the Services is accurate and agree to take sole responsibility for such information and data.

Account Information

1. To access certain parts of the Content, you will be required to sign-up for an account with British Indian Curry Hut ("**Account**") and select a user name ("**User Name**") and password ("**Password**").
2. You are solely responsible for safeguarding and maintaining the confidentiality of your User Name and Password.
3. User Name/Password: Certain Services that may be made available on the Site may require creation of an Account with us or for you to provide Personal Data. If you request to create an Account with us, a User Name and Password may either be: (i) determined and issued to you by us; or (ii) provided by you and accepted by us in our sole and absolute discretion in connection with the use of the Services and/or access to the relevant Site.
4. For the avoidance of doubt, "Personal Data" shall refer to data, whether true or not, that can be used to identify, contact or locate you. Personal Data shall include the following: -

4.1. Name

4.2. NRIC Number/Passport Number

4.3. Address

4.4. Date of Birth

4.5. Email

4.6. Contact Number

4.7. Country of Residence

4.8. Preferred User Name

4.9. Bank Name

4.10. Bank Account Number

5. "Personal Data" shall also be deemed to include any data that you have provided to us when placing an Order, regardless of whether you have an Account with us.
6. We may at any time in our sole and absolute discretion, request that you update your Personal Data or forthwith invalidate the User Name and/or Password without giving any reason or prior notice and shall not be liable or responsible for any Losses suffered by or caused by you or arising out of or in connection with or by reason of such request or invalidation.
7. You hereby agree to change your Password from time to time and to keep the User Name and Password confidential and shall be responsible for the security of your Account and liable for any disclosure or use (whether such use is authorised or not) of the User Name and/or Password.
8. You are to notify us immediately if you have knowledge that or have reason for suspecting that the confidentiality of the User Name and/or Password has been compromised or if there has been any unauthorised use of the User Name and/or Password or if your Personal Data requires updating.
9. Purported use/access: You agree and acknowledge that any use of the Services and/or any access to the Site and any information, data or communications referable to your User Name and Password shall be deemed to be, as the case may be:
 - 9.1. access to the relevant Site and/or use of the Services by you; or
 - 9.2. information, data or communications posted, transmitted and validly issued by you.
10. You agree to be bound by any access of the Site and/or use of any Services (whether such access or use are authorised by you or not) and you agree that we shall be entitled (but not obliged) to act upon, rely on or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you.
11. You further agree and acknowledge that you shall be bound by and agree to fully indemnify us against any and all Losses attributable to any use of any Services and/or or access to the Site referable to your User Name and Password.
12. You agree not to:
 - 12.1. share or permit others to use your Account or Password; or
 - 12.2. assign or transfer your Account to any other person or entity.
13. You shall be bound by and responsible for all communications and online activity transmitted or conducted through the use of your Account. British Indian Curry Hut shall have no responsibility or liability for any loss, damage, cost, expenses, or liabilities arising as a result of or in connection with the wrongful or fraudulent use of your Account. If you are aware of any actual or suspected unauthorised use(s) of your Account, or loss, theft, or unauthorised disclosure of your Password, please

promptly notify us at <https://order.britishindiancurryhut.sg/contact/>. You may not authorize others to use your Account, and you may not assign or otherwise transfer your Account to any other person or entity.

14. Multiple Account(s) registering the same delivery address may be permitted at our sole discretion.
15. Please provide accurate, complete, and up-to-date information required for your Account. You may at any time change or update your Account information in your Account directly.
16. Where a delivery address is associated with multiple Account(s) without our written authorisation, or fraudulent or wrongful use of an Account is detected or suspected, we reserve the right at our sole discretion and without liability, and without prejudice to our other rights and remedies under this Agreement or at law, to immediately:
 - 16.1. cancel any orders placed through such Account(s);
 - 16.2. cancel or invalidate any credits or discount vouchers, coupons or codes awarded to or used by such Account(s) and charge full price for items purchased;
 - 16.3. prohibit such Account(s) or persons from participating in any promotions, contests or surveys of British Indian Curry Hut; and/or
 - 16.4. merge, suspend and/or terminate Account(s).

Orders, Pricing & Payments

1. At present, British Indian Curry Hut delivers to most areas in mainland Singapore, but not certain areas. To find out if British Indian Curry Hut delivers to your area, you may also contact us either at **+65 67636493** or at <https://order.britishindiancurryhut.sg/contact/> to check on our delivery coverage. British Indian Curry Hut will only process and accept orders within our delivery coverage.
2. Orders
 - 2.1. All orders made by you shall be deemed to be an offer made by you to purchase the selected product(s) and quantities set out in your order upon these Terms and Conditions. All orders shall be subject to acceptance by British Indian Curry Hut. Processing of payment for an order shall not in itself constitute acceptance of the order by British Indian Curry Hut, provided that where an order for any product(s) is rejected or cancelled by British Indian Curry Hut, any payment made for such order shall be reversed or refunded by British Indian Curry Hut in accordance with our prevailing refund policy at such time.
 - 2.2. All orders made by you are subject to stock availability. British Indian Curry Hut reserves the right to cancel, amend or reject your order in whole or in part, at any time and without liability or compensation, where any product is out of stock, damaged or spoilt, or unavailable for any other reason. British Indian Curry Hut

reserves the right to limit your order or the quantity of a particular product you may order.

3. Product Information, Pricing and Payment

- 3.1. British Indian Curry Hut endeavours to provide you with accurate and up-to-date pricing, product and promotional information. However, errors may sometimes occur and we do not guarantee that the pricing, images, or other product or promotional information provided will be accurate, reliable, current, error-free, updated, or complete. You agree that British Indian Curry Hut shall not be liable for any errors in the pricing and product or promotional information listed on our Content.
- 3.2. The price to be paid by you shall be based on our prevailing selling price at the time we receive your order, which may or may not be correctly reflected on the Content. If a product offered by British Indian Curry Hut itself is not as described, your sole remedy is to return it in unused condition.
- 3.3. If the actual price of any item ordered by you is higher than that reflected on the Content, we will inform you and you will be given an option to confirm or cancel your purchase of such item based on the correct price. By confirming your purchase, you authorise us to charge the additional amounts to you.
- 3.4. If you elect to cancel the purchase, we will reverse or refund payment for such item in accordance with our prevailing refund policy at such time. If we are unable to contact you, we will treat your order in respect of the incorrectly priced item as cancelled.
- 3.5. Where the actual price of any product is dependent on its weight (“**Weighed Item**”), we will provide an estimate of the price based on indicated weight and our current prevailing rates at the time of checkout. The actual weight and related price of the Weighed Item will be made known to you at the time of delivery and:
 - 3.5.1. in the event of any shortfall in payment, we reserve the right to charge you for the additional amounts; and
 - 3.5.2. in the event of any overpayment, we will reverse or refund the excess amounts paid for such item in accordance with our prevailing refund policy at the time of delivery.
- 3.6. All product prices are shown in Singapore dollars and are inclusive of Goods and Services Tax. Prices of products may change from time to time and any promotional discounts or offers may also be withdrawn at any time without notice.
- 3.7. Payment for all orders shall be made in Singapore dollars or fiat currencies in our sole and absolute discretion.
- 3.8. We accept payment for orders by MasterCard, Visa and PayPal only. Kindly note that PayPal currently accepts MasterCard, Visa, American Express and Discover cards, and the credit/debit cards and payment methods accepted by PayPal is

subject to change. British Indian Curry Hut is unable to accept paper checks, food stamps, or third-party coupons.

- 3.9. By placing your order, you authorise us to transmit information or to obtain information about you from third parties from time to time and this may include verification checks involving your debit or credit card number or credit reports in order to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation, to protect you and us from fraud, and to enable us to arrange delivery of your order to your nominated delivery address.
- 3.10. British Indian Curry Hut will not process orders that attempt to use an incorrect, expired, or over-the-limit credit card. We will make our best efforts to contact you if this occurs. However, in the event such an order is processed, British Indian Curry Hut reserves the right to collect funds for any uncollected transactions owed to it.
- 3.11. British Indian Curry Hut may charge a fee of S\$5 per order should a payment made via credit card be declined resulting in the need for alternate payment or exception processing.
- 3.12. If you fail to pay any fees or charges when due or if a redelivery or restocking fee is imposed, British Indian Curry Hut may charge such amount directly to the credit card identified in your Account Information and British Indian Curry Hut may suspend or terminate your access to British Indian Curry Hut services. You shall be responsible and liable for any fees, including attorneys' fees and collection costs, that British Indian Curry Hut may incur in its efforts to collect any unpaid balances from you.
- 3.13. Your right to use the British Indian Curry Hut services is subject to limits established by British Indian Curry Hut and/or by your credit card issuer.

Promotions, Voucher Codes and other Privileges and Programmes

1. From time to time British Indian Curry Hut may run promotions, contests, surveys, privileges and other programmes, subject to additional terms and conditions, which can be found on the Site and are hereby incorporated by reference into these Terms and Conditions.
2. Promotions, contests, privileges, and programmes are only valid for the time period specified by British Indian Curry Hut and while stocks last basis. No compensation or cash will be offered in the event that a promotion is no longer in stock.
3. The following terms shall apply to the use of credits, vouchers, coupons and codes ("**Voucher Codes**"):
 - a. Each Voucher Code is only eligible for a single use and is only valid for the time period specified by British Indian Curry Hut.

- b. Voucher Codes may only be redeemed by purchasing certain products from British Indian Curry Hut during the applicable validity period. Unless otherwise stated, Voucher Codes do not apply to the following:
 - i. baby formula and milk products;
 - ii. over the counter (OTC) medicine; and
 - iii. delivery charges.
4. Use of any Voucher Code must be indicated at the time of Shopping Cart, and all information required by British Indian Curry Hut must be provided. No retroactive use of the Voucher Code is permitted.
5. Voucher Codes cannot be used in conjunction with any other promotion, voucher, coupon, code or offer, including but not limited to discounted sale items, unless otherwise stated.
6. A minimum spend may be required before use of the Voucher Code is permitted.
7. Voucher Codes cannot be refunded, redeemed or exchanged for cash.
8. Resale, transfer and sharing of Voucher Codes are strictly prohibited. In spite of the above, gift vouchers, if offered by British Indian Curry Hut, may be purchased by you and given to others.
9. No reproduction, alteration, adaptation, tampering, distribution, publication, broadcast or other communication or dissemination of Voucher Codes is allowed.
10. Voucher Codes are non-replaceable if lost, stolen, destroyed, duplicated, tampered with or otherwise misappropriated or fraudulently used.
11. British Indian Curry Hut reserves the right to verify the validity of any Voucher Code and to declare null and void and charge full price for items purchased, any Voucher Code that in our opinion has been stolen, duplicated, tampered with, or which is suspected to have been misappropriated or fraudulently obtained or used.
12. British Indian Curry Hut reserves the right to vary or impose such other terms and conditions, as we deem appropriate from time to time by posting the varied terms and conditions on the Site.
13. Where any free gift is offered as part of a promotion, the free gift is offered on a "first come first serve" basis and while stocks last basis. No cash or credit will be offered in lieu of the gift.
14. Where you are permitted to return any product to British Indian Curry Hut for a refund/credit and such product was originally purchased under a promotion or discount, you will only be refunded the amount that you originally paid for such product. Where the promotion or discount had applied to the entire order, we will refund you the selling price of the returned product less the promotion or discount applied to the returned product on a pro-rata basis. Further, any free promotional gift given with an order must also be returned if you are returning the product(s) to which the gift related. If the total order value is reduced below the value of the

qualifying free delivery or any promotion qualification because of a returned item, British Indian Curry Hut may charge the delivery fee and/or the full value of the order without the promotion.

15. British Indian Curry Hut's decision on all matters relating to promotions, discounts, Voucher Codes and other privileges is final and binding.
16. British Indian Curry Hut reserves the right to discontinue any promotion, discount, Voucher Code programme, contest, privileges or programme at any time without notice or liability.

Deliveries>Returns/Refunds

1. Deliveries

- 1.1. Delivery slots are subject to availability.
- 1.2. Bulk orders may be subject to a different delivery cost and may require a longer delivery time to be fulfilled. "Bulk order" means an order for any product that comprises quantities of beyond 48 units, unless otherwise stated in writing by British Indian Curry Hut.
- 1.3. British Indian Curry Hut will endeavour to deliver the products to your delivery address within the delivery time frame selected by you, but does not and cannot guarantee that the delivery time frames will be met as there may be factors outside of our control which may result in early or delayed deliveries such as weather, traffic, haze, etc. You agree that British Indian Curry Hut shall not be liable for any deliveries made outside the delivery time frame. If your designated delivery location is inaccessible, rendering us unable to make the delivery, we will contact you to determine the best alternative location and/or date.
- 1.4. Please notify British Indian Curry Hut immediately of any change to your delivery address, date or time of delivery, or contact number. Any changes in the delivery address or date or time of delivery after the submission of your order may incur an administrative charge of S\$10.00.
- 1.5. British Indian Curry Hut uses proprietary cooling systems to maintain the quality and integrity of your products. To maintain the integrity of products after delivery, we recommend that you immediately refrigerate or freeze perishable items.
- 1.6. British Indian Curry Hut aims to provide our customers more options for receiving their orders. For certain deliveries, British Indian Curry Hut provides the option for having your orders left at your doorstep as an "Unattended Delivery."
- 1.7. Please note that some orders won't be eligible for Unattended Delivery. While our goal is to honour your preferences whenever possible, we can't guarantee that our drivers will be able to meet these instructions under all circumstances. Please note that if you selected an Unattended Delivery and no one is available to accept delivery of the order, the Driver will leave your

order unattended on or in front of your premises. While we encourage you to retrieve your groceries as soon as possible once delivered, our packaging is designed to maintain the correct temperature of your products for up to 1 hour after the end of your delivery window.

- 1.8. Where you specifically instruct British Indian Curry Hut to leave your delivery outside the door of the specified delivery address, such delivery (including unattended alcohol) shall be at your sole risk and you accept all liability and risk of loss, theft, and damage. For all other deliveries, please arrange for someone to receive the delivery and sign on the delivery invoice or device.
- 1.9. If the delivery includes alcoholic drinks or any other age-restricted items, which may not be delivered to a minor, please ensure a person of 18 years of age or older with appropriate identification is present to take delivery of the alcoholic drinks or other items.
- 1.10. British Indian Curry Hut reserves the right not to deliver any age-restricted product to anyone who is, or appears to be under, the age of 18 years old, and to charge the Customer an additional re-delivery fee of S\$10.00. British Indian Curry Hut also reserves the right to refuse to deliver any alcohol to any person who is, or appears to be, under the influence of either alcohol or drugs.
- 1.11. You agree that if any applicable legal requirements for the delivery of alcohol are not met, British Indian Curry Hut reserves the right to cancel the alcohol-related portion of your order.
- 1.12. If an order is cancelled, or if no one is at the delivery location to receive the order during the chosen delivery slot, British Indian Curry Hut reserves the right to charge a restocking fee equal to the sum of 100% of the total dollar value of your perishable items (since our perishable items are custom-ordered and guaranteed fresh) plus a re-delivery or cancellation fee of S\$10.00.

2. Refunds

- 2.1. You can apply for a refund by making an application in the "My Order - Return and Exchange" application. Upon a successful application, the mall will contact you to do the refund operation.
- 2.2. Contact customer service: If the refund fails due to abnormal status, please contact customer service to help you with the refund.
- 2.3. Alternative methods of refund:
 - 2.3.1. Pre-deposit refund: we will directly refund your payment to your account balance, so that you can use it again the next time you shop.

2.3.2. Bank card refund: We will refund your payment to the bank card account provided by you. The cash payment for cash on delivery requires you to provide accurate bank card.

2.3.3. Account information [including the cardholder's name, bank card number, and bank name] so that we can pay you as soon as possible.

3. Returns

3.1. If the customer finds that the goods have quality problems, they should stop using them immediately. You can directly contact us within 48 hours from the date of receipt of the goods. If the test is indeed a quality problem, the customer can choose to exchange the goods. We will provide the same quantity of the original product with the same quantity of the original product for replacement.

3.2. We ask that all returned products are not used or expired, and in the original box and/or packaging. British Indian Curry Hut reserves the right, but has no obligation to, inspect the returned product and to determine whether the product was rightfully returned in accordance with this paragraph. Where British Indian Curry Hut exercises its right to inspect the Product, British Indian Curry Hut's decision in respect of such returned products shall be deemed final and binding on you.

Intellectual Property

1. The copyright, patents, trade marks, registered designs and all intellectual property rights in the Services, the Site, and all Content shall vest in and remain with British Indian Curry Hut and its licensors. Consent is granted to view, electronically copy, and print in hard copy portions of the Site for the sole purpose of placing an order with British Indian Curry Hut for your use. Any other use of the materials on this Site, including modification, distribution, or reproduction for purposes other than those noted above, without the prior written permission of British Indian Curry Hut is strictly prohibited.

2. Ownership: The Intellectual Property in and to the Site and the Materials are owned, licensed to or controlled by us, our licensors or our service providers. We reserve the right to enforce its Intellectual Property to the fullest extent of the law.

3. For the avoidance of doubt, the following terms refer as follows:-

3.1. "Intellectual Property" means all copyright, patents, utility innovations, trade marks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

- 3.2. "Materials" means, collectively, all web pages on the Site, including the information, images, links, sounds, graphics, video, software, applications and other materials displayed or made available on the Site and the functionalities or services provided on the Site.
4. Restricted use: No part or parts of the Site, or any Materials may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment without our prior written permission or that of the relevant copyright owners. Subject to Clause 5, permission will only be granted to you to download, print or use the Materials for personal and non-commercial uses, provided that you do not modify the Materials and that we or the relevant copyright owners retain all copyright and other proprietary notices contained in the Materials.
 5. You acknowledge that British Indian Curry Hut and/or third-party content providers remain the owners of such material and that you do not acquire any of those ownership rights by downloading copyrighted material. British Indian Curry Hut reserves the right to revoke this authorization at any time, and any use shall be discontinued immediately on written notice from British Indian Curry Hut.
 6. The trademarks, logos and service marks ("**Marks**") displayed on this Site are the property of British Indian Curry Hut and other third parties, and all rights to the Marks are expressly reserved by British Indian Curry Hut and relevant third parties. You are not permitted to use the name of British Indian Curry Hut or any Marks, including in any advertising or publicity or as a hyperlink, without the prior written consent of British Indian Curry Hut or such third party.
 7. The Marks are registered and unregistered trademarks of us or third parties. Nothing on the Site and in these Terms and Conditions shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a "hot" link to any other website) any Marks displayed on the Services, without our written permission or any other applicable trademark owner.
 8. The domain name on which the Site is hosted on is the sole property of British Indian Curry Hut and you may not use or otherwise adopt a similar name for your own use.

Comments, Feedback, and Other Information

1. You may provide or submit comments, feedback, suggestions and other content or information (collectively, "**Comments**") so long as the content is not illegal, criminal, immoral, inappropriate, hateful, obscene, defamatory, offensive, violent, abusive, political, religious, infringing or disrespectful in nature, and does not consist of or contain software viruses, solicitation or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a Comment. British Indian Curry Hut reserves the right (but not the obligation) to review, remove or edit such content.
2. You hereby grant British Indian Curry Hut a non-exclusive, royalty-free, perpetual, irrevocable and sub-licensable licence to use, reproduce, modify, adapt, translate, publish, display, communicate, transmit, broadcast, distribute and exploit any

Comments that you provide or publish through or in relation to the Site, for any purpose as British Indian Curry Hut may require at its sole discretion.

3. You further agree that British Indian Curry Hut may use and publish your name in connection with such Comments.
4. If you have any questions or concerns about these Terms and Conditions or any issues raised in these Terms and Conditions or on the Site, please contact us at <https://order.britishindiancurryhut.sg/contact/>

Disclaimers & Limitations

1. While we make every effort to ensure that all Content is accurate and complete, we provide the Content on an 'as is', 'as available' basis only without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, British Indian Curry Hut disclaims all warranties, express or implied, including, but not limited to, implied warranties of satisfactory quality, merchantability or fitness for a particular purpose, compliance with description, or the warranty of non-infringement.
2. Without limiting the foregoing, British Indian Curry Hut does not warrant that the functions contained in or access to the Content or other content will be timely, quality, suitable, available, accurate, uninterrupted, error-free, or without omission, that defects will be corrected, or that the Content are free of viruses or other harmful components, or that the download, installation or any Content in or with any device will not affect the functionality or performance of the device.
3. British Indian Curry Hut does not warrant or make any representations regarding the use or the results of the use of the Content, the Services, or the Site in terms of their correctness, accuracy, completeness, reliability, or otherwise.
4. The Content is provided to you strictly on an "as is" basis. All conditions, representations, and warranties, whether express, implied, statutory, or otherwise including or otherwise, including, without limitation, any limitation, any implied warranty or merchantability, fitness for a particular purpose, or noninfringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by guaranty as to the reliability, safety, timeliness, quality, suitability or availability of any services, products, or goods obtained by third parties through the use of the services or Content. Your use of the Content and any third-party services or products remains solely with you to the maximum extent permitted by law.
5. You agree that:
 - 5.1. British Indian Curry Hut shall be entitled at any time, at its sole and absolute discretion and without prior notice, to add to, vary, terminate, withdraw or suspend the operation of the whole or any part or feature of the Content without assigning any reason; and
 - 5.2. access to or the operation of the Site and/or the Services may from time to time be interrupted or encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors;

- 5.3. British Indian Curry Hut's Content may be subject to limitations, delays, and other problems inherently and in any such event, British Indian Curry Hut shall not be liable for any loss, liability or damage, which may be incurred as a result.
6. In no event shall British Indian Curry Hut be liable to you for any damages, losses, expenses, liabilities under any causes of action (whether in contract or tort including, but not limited to negligence, or otherwise) caused through the use of, or the inability to use, the Services, the Site, Content or any other website or device. In the event that British Indian Curry Hut is liable for damages despite the foregoing provision, you agree that British Indian Curry Hut's aggregate liability to you for any and all causes of action in relation to:
- 6.1. any order, sale or delivery of any product by British Indian Curry Hut under these Terms and Conditions shall not exceed the price of the product giving rise to such claims; and in all other cases (including any use of the Content), shall not exceed S\$1.
7. In no event shall British Indian Curry Hut be liable for any indirect, special, consequential, or incidental damages that result from the Content, or your use of, or the inability to use, the Content or any other website or device, even if British Indian Curry Hut or a British Indian Curry Hut authorised representative has been advised of, or should have foreseen, the possibility of such damages.
8. You agree that the above exclusions and limitations of liability enable the Services and the Content to be provided by British Indian Curry Hut at either reasonable costs or no costs to you.
9. To the extent permitted by applicable law, under no circumstances shall British Indian Curry Hut be liable to the User or any third parties for consequential or incidental loss or damage; missed actual or expected benefits (direct or indirect); unearned actual or expected income (direct or indirect); for special, indirect, incidental or punitive damages or damages; and to the extent permitted by law.
10. British Indian Curry Hut shall not be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by circumstances beyond the reasonable control of SG (for example, force majeure, war or acts of terrorists, malicious infliction harm, accidents, or compliance with any applicable law or government regulation). British Indian Curry Hut will seek to minimize the consequences of any of these events and fulfill obligations that have not been affected by them.
11. Services provided by the Site can be changed, updated, their form and functions can be altered at any time without prior notice to the User.
12. British Indian Curry Hut reserves the right, at its discretion, to unilaterally terminate, change or suspend the operation of the Site and provision of the Services (or any separate functions within the Services) to all Users in general or to an individual User without prior notice. British Indian Curry Hut has the right to carry out preventive maintenance on the Site with temporary suspension of the Site operation without prior notice to each User.

13. British Indian Curry Hut does not guarantee that all the information posted on the Site will be available at any time, or will not be deleted or lost.
14. British Indian Curry Hut does not bear any responsibility for the authenticity and legitimacy of information posted by Users in the Site. British Indian Curry Hut does not check and does not have a technical and factual ability to verify the information placed by the Users on the Site for its conformity with the requirements of Singapore law and the provisions of these Terms. However, British Indian Curry Hut has the right to carry out such verification at any time at its discretion using available means of verification.
15. Information placed by Users may contain links to websites on the Internet (third party sites). The above-mentioned websites and their content, as well as any information from a third party, are not checked by British Indian Curry Hut for compliance with certain requirements (reliability, completeness, legality, etc.). British Indian Curry Hut is not responsible for any information, materials posted on third party websites to which the User gained access while using the Site, as well as for the availability of these sites or information and the consequences of their use by the User.
16. British Indian Curry Hut does not bear responsibility and does not provide any guarantees, guarantee terms for transactions between Users. British Indian Curry Hut is not responsible for safekeeping of purchased / sold components of the Content, is not responsible for unauthorized access to the User's digital wallet or theft of MSP, the components of the game, belonging to him, as it is a sole responsibility of the User to ensure the safety and confidentiality of the passwords and identifiers required for carrying out transactions.
17. British Indian Curry Hut is not a deal maker, the intermediary, agent or representative of any User and/or any other interested party in respect of the transaction proposed / concluded between the Users. All transactions made between Users are concluded and executed by Users independently, without direct or indirect participation of British Indian Curry Hut.
18. British Indian Curry Hut shall not be liable for the quality of communication, the quality of connection to the Internet, the quality of the work of communications service providers, performance of the equipment and / or software of Users, the quality of work of third parties, as well as other circumstances beyond British Indian Curry Hut's control, as well as for all the negative consequences associated with them.
19. British Indian Curry Hut is not responsible for the time frame of transactions in the network Ethereum.
20. British Indian Curry Hut reserves the right not to enter into written negotiations, or other contacts with Users, except in cases provided for by these Terms and the current laws of Singapore.
21. British Indian Curry Hut does not bear any other duties or responsibilities not specified in these Terms & Conditions and/or Singapore's laws in force.
22. Nothing in these terms and conditions will:

- 22.1. limit or exclude any liability for death or personal injury resulting from negligence;
 - 22.2. limit or exclude any liability for fraud or fraudulent misrepresentation;
 - 22.3. limit any liabilities in any way that is not permitted under applicable law; or
 - 22.4. exclude any liabilities that may not be excluded under applicable law.
23. The limitations and exclusions of liability set out in this Section L and elsewhere in these terms and conditions govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
24. To the extent that our website and the information and services on our website are provided free of charge, British Indian Curry Hut will not be liable for any loss or damage of any nature.
25. British Indian Curry Hut will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
26. British Indian Curry Hut will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
27. British Indian Curry Hut will not be liable to you in respect of any loss or corruption of any data, database or software.
28. British Indian Curry Hut will not be liable to you in respect of any special, indirect or consequential loss or damage.
29. The User accepts and confirms that British Indian Curry Hut has an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions.

Linked Sites

1. British Indian Curry Hut may provide links, plug-ins, widgets or other connections to other sites ("**Linked Sites**") that may be of relevance and interest to Users. British Indian Curry Hut has no control over, and is not responsible for the content on or obtained through the Linked Sites or for any damage you may incur from the Linked Sites (including any virus, spyware, malware, worms, errors or damaging material contained in the Linked Sites) or the availability, accuracy or reliability of any of the Linked Sites. You hereby agree to assume all risk arising from the use of the Linked Sites and hereby irrevocably waive any claim against us with respect to the Linked Sites.

2. British Indian Curry Hut does not endorse, recommend or guarantee any of the Linked Sites, and British Indian Curry Hut expressly disclaims all liabilities and responsibilities arising in relation to any Linked Sites.

Security & Privacy

British Indian Curry Hut recognises the importance of keeping your personal information and data secure and private. To understand our security and privacy policies and practices, please read our Security & Privacy Policy (<https://www.britishindiancurryhut.sg/privacy-policy-2/>).

Please do not submit any personal information or data without first reading our Security & Privacy Policy (<https://www.britishindiancurryhut.sg/privacy-policy-2/>) which explains our data use and privacy practices in detail.

Suspension and Termination

1. You agree that British Indian Curry Hut has the right in its sole and absolute discretion and without notice or liability to:
 - 1.1. restrict, suspend, or terminate your access to all or any part of the Content; and/or
 - 1.2. terminate, deactivate or suspend your Account, delete your Account and all related information and files in your Account, without assigning any reason.
2. In our sole and absolute discretion, we may with immediate effect upon giving you notice, terminate your use of the Site and/or Services and/or disable your User Name and Password. We may bar access to the Site and/or Services (or any part thereof) for any reason whatsoever, including a breach of any of these Terms and Conditions or where if we believe that you have violated or acted inconsistently with any terms or conditions set out herein, or if in our opinion or the opinion of any regulatory authority, it is not suitable to continue providing the services relating to the Site.
3. Without prejudice to the generality of the above, British Indian Curry Hut reserves the right to deactivate your Account if it has been inactive for a period of 10 years or more, or if you are in breach of any of our Terms and Conditions.

Notification of Infringement

1. British Indian Curry Hut reserves the right to investigate notices of copyright, trademark and other intellectual property infringement (“**Infringement**”) in respect of the Content (“**Infringing Material**”) and take appropriate action. If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on the Content, please notify British Indian Curry Hut in writing immediately in the form and containing the information prescribed by the Singapore Copyright Act (Cap. 63) (“**Infringement Notice**”).

2. All Infringement Notices shall be sent to British Indian Curry Hut.
3. British Indian Curry Hut will duly consider all Infringement Notices submitted in the above manner. In return, you agree that you shall not take any legal action or exercise any legal remedy you may have against British Indian Curry Hut in respect of any Infringing Material, unless you have first given British Indian Curry Hut the Infringement Notice and sufficient opportunity to remove the Infringing Material, and thereafter British Indian Curry Hut refuses or fails to remove the Infringing Material within a reasonable time. Where British Indian Curry Hut removes the Infringing Material in response to your Infringement Notice, you agree not to exercise, and you hereby waive, any right of action against British Indian Curry Hut under applicable law which you may have in respect of any Infringing Material appearing on the Site prior to such removal by British Indian Curry Hut.
4. You acknowledge and agree that British Indian Curry Hut has no control and cannot undertake responsibility or liability in respect of Infringing Material appearing on or through Linked Sites or other third-party sites.

Jurisdictional Issues

1. The Content are meant for use by residents of Singapore only. British Indian Curry Hut makes no representation that the Services and Contents of the Site are appropriate or available for use in your location. Those who choose to access this Site from any location do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Indemnity

1. You agree to indemnify and hold British Indian Curry Hut, and its officers, agents, partners, and employees, harmless from all claims, demands, actions, proceedings, liabilities (including statutory liability and liability to third parties), penalties, and costs (including without limitation, legal costs on a full indemnity basis), awards, losses and/or expenses, due to or arising out of:
 - 1.1. any use of the Content;
 - 1.2. your connection to the Site;
 - 1.3. your breach of any terms and conditions of these Terms and Conditions;
 - 1.4. your violation of any rights of any third party, including providers of courier services arranged via the Content;
 - 1.5. your violation of any rights of another person or entity; or
 - 1.6. your breach of any statutory requirement, duty or law.

Severability

1. If any provision of these Terms and Conditions is found to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent

jurisdiction in a final decision so determines, these Terms and Conditions shall continue in force save that such provision shall be deemed to be deleted.

Relationship of Parties

1. Nothing in these Terms and Conditions shall constitute or be deemed to constitute an agency, partnership or joint venture between British Indian Curry Hut and you and neither party shall have any authority to bind the other in any way.

Waiver

1. No waiver of any rights or remedies by British Indian Curry Hut shall be effective unless made in writing and signed by an authorised representative of British Indian Curry Hut.
2. A failure by British Indian Curry Hut to exercise or enforce any rights conferred upon us by these Terms and Conditions shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

Force Majeure

1. No party shall be liable for any failure to perform its obligations under these Terms and Conditions if the failure results from a Force Majeure Event (defined below), provided always that whenever possible, the affected party will resume that obligation as soon as the Force Majeure Event occasioning the failure ceases or abates.
2. For purposes of these Terms and Conditions, a “**Force Majeure Event**” is an event which is a circumstance or event beyond the reasonable control of a party, and which results in the party being unable to observe or perform on time an obligation under these Terms and Conditions. Such circumstance or event shall include strikes, lockouts, industrial action or labour disputes, riots, civil unrest, war or threat of war, criminal or terrorist acts, government action or regulation, telecommunication or utility failures, power outages, fire, explosion, storm, flood, natural physical disasters, epidemic, quarantine restrictions, disruption to supply lines, and general failure or impossibility of the use of aircraft, shipping, motor transport or other means of public or private transport, or political interference with the normal operations of any party.

Governing Law & Jurisdiction

1. These Terms and Conditions and all matters relating to your access to, or use of, the Content shall be governed by and construed in accordance with the laws of Singapore including without limitation the provisions of the Singapore Evidence Act (Chapter 97) and the Electronic Transactions Act (Cap. 88), without giving effect to any principles of conflicts of law.
2. You hereby agree to submit to the exclusive jurisdiction of the Singapore courts.

General

1. Cumulative rights and remedies: Unless otherwise provided under these Terms and Conditions, the provisions of these Terms and Conditions and our rights and remedies under these Terms and Conditions are cumulative and are without prejudice and in addition to any rights or remedies we may have in law or in equity, and no exercise by us of any one right or remedy under these Terms and Conditions, or at law or in equity, shall (save to the extent, if any, provided expressly in these Terms and Conditions or at law or in equity) operate so as to hinder or prevent our exercise of any other such right or remedy as at law or in equity.
2. No waiver: Our failure to enforce these Terms and Conditions shall not constitute a waiver of these terms, and such failure shall not affect the right later to enforce these Terms and Conditions. We would still be entitled to use our rights and remedies in any other situation where you breach these Terms and Conditions.
3. Severability: If at any time any provision of these Terms and Conditions shall be or shall become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid or unenforceable provision was severed from these Terms and Conditions.
4. Rights of third parties: A person or entity who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or any similar legislation in any jurisdiction to enforce any term of these Terms and Conditions, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Clause shall affect the rights of any permitted assignee or transferee of these Terms and Conditions.
5. Governing law: Use of the Site and/or the Services and these Terms and Conditions shall be governed by and construed in accordance with Singapore law and you hereby submit to the exclusive jurisdiction of the Singapore courts.
6. Injunctive relief: We may seek immediate injunctive relief if we make a good faith determination that a breach or non-performance is such that a temporary restraining order or other immediate injunctive relief is the only appropriate or adequate remedy.
7. Amendments: We may by notice through the Site or by such other method of notification as we may designate (which may include notification by way of e-mail), vary the terms and conditions of these Terms and Conditions, such variation to take effect on the date we specify through the above means. If you use the Site or the Services after such date, you are deemed to have accepted such variation. If you do not accept the variation, you must stop access or using the Site and the Services and terminate these Terms and Conditions. Our right to vary these Terms and Conditions in the manner aforesaid will be exercised with may be exercised without the consent of any person or entity who is not a party to these Terms and Conditions.
8. Correction of errors: Any typographical, clerical or other error or omission in any acceptance, invoice or other document on our part shall be subject to correction without any liability on our part.
9. Currency: Money references under these Terms and Conditions shall be in Singapore General Dollars unless otherwise specified.

10. Language: In the event that these Terms and Conditions is executed or translated in any language other than English (“Foreign Language Version”), the English language version of these Terms and Conditions shall govern and shall take precedence over the Foreign Language Version.
11. Entire agreement: These Terms and Conditions shall constitute the entire agreement between you and us relating to the subject matter hereof and supersedes and replaces in full all prior understandings, communications and agreements with respect to the subject matter hereof.
12. Binding and conclusive: You acknowledge and agree that any records (including records of any telephone conversations relating to the Services, if any) maintained by us or our service providers relating to or in connection with the Site and Services shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted between us and you. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such records merely on the basis that such records are in electronic form or are the output of a computer system, and you hereby waive any of your rights, if any, to so object.
13. Sub-contracting and delegation: We reserve the right to delegate or sub-contract the performance of any of our functions in connection with the Site and/or Services and reserve the right to use any service providers, subcontractors and/or agents on such terms as we deem appropriate.
14. Assignment: You may not assign your rights under these Terms and Conditions without our prior written consent. We may assign our rights under these Terms and Conditions to any third party.
15. Force Majeure: We shall not be liable for non-performance, error, interruption or delay in the performance of its obligations under these Terms and Conditions (or any part thereof) or for any inaccuracy, unreliability or unsuitability of the Site's and/or Services' contents if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond our reasonable control.