DAILY FLOWERS INDIA PVT. LTD.

Daily Flowers Cancellation Policy

Version 1.0.0 Status: Draft Effective: Not yet in force

Applies to: Customers — anyone placing an order or holding a subscription on the Daily Flowers platform

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Part 1 — About this Policy

1.1 Who we are

This Cancellation Policy is issued by Daily Flowers India Pvt. Ltd., a company incorporated under the Companies Act, 2013, having its registered office at [REGISTERED OFFICE ADDRESS] (CIN [CIN]) ("**Daily Flowers**", "**we**", "**us**", "**our**"). We operate the website https://dailyflowersai.com and the associated mobile and messaging channels (together, the "**Platform**").

1.2 What this Policy covers

This Policy explains:

1. when you can cancel an order, a single subscription delivery or a whole subscription;
2. how to cancel;
3. whether any cancellation charge applies, and how it is worked out;
4. what happens when we, a partner or a seller cancels your order; and
5. how and when the money you paid is returned.

It forms part of, and should be read together with, the Daily Flowers Customer Terms & Conditions, the Refund Policy, the Replacement Policy, the Delivery / Shipping Policy and (for subscribers) the Subscription Terms. If this Policy and the Customer Terms & Conditions conflict on a cancellation question, this Policy prevails. Nothing in this Policy reduces any right you have under the Consumer Protection Act, 2019, the Consumer Protection (E-Commerce) Rules, 2020 or any other law in force in India.

1.3 Why different products are treated differently

The Platform offers products that behave very differently once an order is placed:

- **Fresh flowers** are perishable. After an order's cut-off time we begin buying, reserving and preparing flowers specifically for it. Once flowers have been cut, conditioned and arranged for your order, they generally cannot be resold.
- **Cakes, bakery items and other freshly made food** are prepared to order by a food partner. Once preparation starts, the ingredients and labour cannot be recovered and, for food-safety reasons, the item cannot be offered to another customer.
- **Gifts from marketplace sellers** (non-perishable items sold by independent sellers and shipped by courier) can usually be stopped at no loss until the seller hands the parcel to the courier.
- **Subscriptions** are a series of separate scheduled deliveries, each with its own cut-off.
- **Business (B2B) supply** is governed by a written agreement.

This Policy sets out rules for each category. The applicable category is shown on the product page and in your order details.

1.4 Definitions

In this Policy:

- "**Order**" means a confirmed purchase made through the Platform. An Order may contain one or more **Order Items**, and items that are fulfilled separately (for example, flowers from our hub and a gift shipped by a seller) are treated as separate deliveries for cancellation purposes.
- "**Order Confirmation**" means the point at which your payment is successfully received (or, for a business account on agreed credit terms, the point at which we accept the order against your account) and we send you an order confirmation.
- "**Cut-off Time**" means the latest time, shown at checkout and in your order details for your chosen delivery date and slot, by which an Order may be changed or cancelled free of charge.
- "**Preparation Stage**" means the stage your Order has reached in our fulfilment process, as described in Part 3.
- "**Cancellation Charge**" means the amount (if any) retained from what you paid when you cancel after the Cut-off Time, calculated under this Policy.

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- "**Marketplace Seller**" means an independent business that lists and sells its own products on the Platform and ships them to you by courier.
- "**Food Partner**" means an independent food business, holding the licence or registration required under the Food Safety and Standards Act, 2006, that prepares cakes, bakery or other food items sold on the Platform.
- "**Payment Window**" means the period after checkout within which payment must be completed for an Order to be confirmed.

Part 2 — How to cancel

2.1 Channels

You can cancel, or ask to cancel:

1. from the order page in your Daily Flowers account (this is the quickest route and, before the Cut-off Time, takes effect immediately);
2. by replying to the order messages we send you by WhatsApp or SMS, where that option is shown; or
3. by writing to support@dailyflowersai.com with your order number.

Cancelling is never harder than ordering. We do not require you to call us, and we do not hide the cancellation option.

2.2 When your cancellation takes effect

A cancellation made through your account before the Cut-off Time takes effect as soon as it is confirmed on screen. A cancellation requested after the Cut-off Time is a *request*: our customer support team checks the Preparation Stage the Order has actually reached, confirms any Cancellation Charge to you, and then completes the cancellation. The time that counts for working out the Preparation Stage is the time your request reaches us, not the time we process it.

2.3 Confirmation

Every completed cancellation is confirmed to you by message and shown in your account, together with the amount to be refunded, any Cancellation Charge and the refund method. A complaint or case reference number is issued so you can track it.

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Part 3 — Fresh flowers

3.1 Before the Cut-off Time — free

You may change or cancel a fresh-flower Order **free of charge at any time before its Cut-off Time**. The full amount you paid for the cancelled items and their delivery charge is refunded.

The Cut-off Time for each delivery date and slot is shown at checkout before you pay and in your order details afterwards. It is currently **[TO BE CONFIRMED BY MANAGEMENT]**, as displayed at checkout.

3.2 After the Cut-off Time — charges by Preparation Stage

After the Cut-off Time, our team may already have bought, reserved or prepared flowers specifically for your Order. Whether a Cancellation Charge applies depends on how far the Order has progressed when your request reaches us:

Preparation Stage	What it means	Cancellation Charge
Stage 1 — Order confirmed, before the Cut-off Time	Nothing has yet been bought or set aside for your Order	None — full refund
Stage 2 — After the Cut-off Time, flowers not yet set aside	Your Order has been included in our purchasing plan for the delivery date, but flowers have not yet been allocated to it	[TO BE CONFIRMED BY MANAGEMENT] — as displayed at checkout
Stage 3 — Flowers allocated to your Order	Specific stems have been reserved for your Order but preparation has not started	[TO BE CONFIRMED BY MANAGEMENT] — as displayed at checkout
Stage 4 — In preparation	Your flowers are being conditioned, arranged or packed	[TO BE CONFIRMED BY MANAGEMENT] — as displayed at checkout
Stage 5 — Ready for dispatch	Your arrangement is complete and waiting for a delivery partner	[TO BE CONFIRMED BY MANAGEMENT] — as displayed at checkout
Stage 6 — Dispatched	Your Order has left for delivery	Not cancellable — see paragraph 3.4

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The principles we apply are:

1. **No charge before preparation.** No Cancellation Charge is made for an Order that is cancelled before flowers have been prepared for it.
2. **Charges reflect real loss.** Once preparation has begun, the Cancellation Charge is set to reflect the cost that cannot be recovered because the flowers were prepared for you. It is expressed as a percentage of the amount you paid for the affected items and their delivery.
3. **Never more than you paid.** A Cancellation Charge will never exceed the amount you paid for the items being cancelled and their delivery charge.
4. **Always shown in advance.** The Cancellation Charge for each stage is shown at checkout before you pay, and the exact amount is confirmed to you before a post-cut-off cancellation is completed.

3.3 Changes instead of cancellation

Before the Cut-off Time you can usually change the delivery date, slot, recipient details, message card or address (within serviceable areas) instead of cancelling. After the Cut-off Time, changes to the delivery address or recipient details are possible only where operationally feasible and may be treated as a cancellation and new Order if the change requires the flowers to be re-prepared or re-routed.

3.4 After dispatch

Once an Order has been dispatched, it can no longer be cancelled, because the flowers have been prepared and are on their way. If the delivery cannot be completed, our Delivery / Shipping Policy explains reattempts, redelivery and refunds. If the flowers arrive damaged, wilted or not as ordered, please use the Replacement Policy — you do not lose those rights because an Order cannot be cancelled.

3.5 Date-critical orders

If your Order is for a specific occasion, please tell us when ordering. Cancellation rules are the same for date-critical orders, but where we fail to deliver on the promised date, the remedies in the Refund Policy and Replacement Policy apply and we treat recovery as our highest priority.

Part 4 — Cakes, bakery items and other freshly made food

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4.1 Before preparation — free

A cake, bakery or other freshly made food item may be cancelled **free of charge until the Food Partner has accepted the order and begun preparing it**, and in any event until the Cut-off Time shown for that item at checkout. The full amount paid for the item and its share of delivery is refunded.

4.2 After preparation has begun

Because these items are made to order — often personalised with names, messages, designs or specific ingredients — and cannot be resold or offered to another customer for food-safety reasons, **an order cannot ordinarily be cancelled once preparation has begun**, and the amount paid is not refundable on cancellation after that point. This does not affect your rights where:

1. the item is not delivered, is delivered late, or is delivered damaged, spoiled, unsafe or materially different from what you ordered (see the Refund Policy and Replacement Policy);
2. the Food Partner or Daily Flowers cancels the order (see Part 8); or
3. the order is cancelled at our request or with our agreement for any reason connected with food safety.

Where a Food Partner agrees, as a goodwill gesture, to accept a late cancellation, any refund is made under the Refund Policy.

4.3 Packaged food with a longer shelf life

Pre-packaged food items that are not made to order (for example, sealed cookies or confectionery shipped by a seller) follow the rules for marketplace gifts in Part 5, except that food items cannot be returned after delivery for hygiene and safety reasons unless they are wrong, damaged, defective, past or near their expiry date, or otherwise unsafe (see the Replacement Policy).

Part 5 — Gifts from marketplace sellers

5.1 Before the seller ships — free

Gifts sold by Marketplace Sellers may be cancelled **free of charge at any time until the seller has handed the parcel to the courier**. When you cancel before shipment, the full amount paid for the item and its shipping charge is refunded, the seller is informed immediately and the item is returned to the seller's available stock.

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5.2 After shipment

Once the seller has shipped the item (you will receive the courier name and tracking reference at that point), the order can no longer be cancelled. You may instead:

1. return the item after delivery under the return process in the Refund Policy and Replacement Policy, within the return window shown on the product page; or
2. where the parcel is returned to the seller undelivered, receive a refund under the Delivery / Shipping Policy.

5.3 Items that cannot be cancelled or returned

A product page may state that an item is personalised, made to order or otherwise excluded from cancellation after a specified point. Where it does, that statement is shown before you buy and applies in addition to this Part. Exclusions never apply where the item is defective, damaged, spurious, not as described or delivered late.

Part 6 — Subscriptions

6.1 Each delivery is a separate order

A subscription creates a series of scheduled deliveries. Each delivery is treated as a separate Order for cancellation purposes and has its own Cut-off Time. Full terms are in the Subscription Terms.

6.2 Skipping or pausing a delivery

You may skip a single delivery, or pause a range of dates, from your account at any time **before that delivery's Cut-off Time**. No charge applies to a skipped or paused delivery. If the charge for that delivery has already been collected, it is refunded in full.

6.3 Cancelling a delivery after its Cut-off Time

After a delivery's Cut-off Time, cancelling that delivery is treated like a fresh-flower Order under Part 3 (or a food item under Part 4), and the Preparation Stage rules apply to it.

6.4 Cancelling the whole subscription

You may cancel your subscription at any time from your account, with no cancellation fee for ending the subscription itself. On cancellation:

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1. all deliveries that have not yet been charged are cancelled and will not be charged;
2. deliveries that have already been charged and are still before their Cut-off Time are cancelled with a full refund if you choose that option when cancelling; otherwise they will be delivered as scheduled; and
3. deliveries already past their Cut-off Time are delivered unless you ask us to cancel them, in which case Part 3 applies.

Part 7 — Business (B2B) orders and scheduled supply

7.1 Governed by your agreement

Orders placed by business customers under a B2B Customer / Commercial Services Agreement, and scheduled or recurring supply to business sites (offices, hotels, events and similar), are subject to the cancellation, rescheduling and minimum-notice terms set out in that agreement and its commercial schedule.

7.2 Where the agreement is silent

Where the agreement does not deal with a particular cancellation, the principles in Part 3 (fresh flowers) and Part 4 (food) apply, and any Cancellation Charge is added to the next invoice or deducted from any advance held, as the agreement provides.

7.3 Events

Event and bulk orders often require flowers to be procured specially, several days in advance. The quotation or order form for an event will set out the cancellation schedule for that event, which applies in place of Part 3.

Part 8 — When we, a partner or a seller cancels

8.1 Why an order might be cancelled by us

We, a Food Partner or a Marketplace Seller may cancel an Order, or part of it, where:

1. the product or a key component becomes unavailable or fails our quality checks and no acceptable substitute is available (substitutions are explained in the Customer Terms & Conditions);
2. the delivery address turns out to be outside our serviceable area;

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3. a Food Partner's or seller's legal compliance status (including food-safety licensing) does not permit the sale;
4. we reasonably suspect fraud, misuse or an unauthorised payment; or
5. events beyond reasonable control (see the Delivery / Shipping Policy) make fulfilment impossible.

8.2 What you receive

If an Order is cancelled by us, a Food Partner or a seller for any reason other than your own breach of the Customer Terms & Conditions, suspected fraud, or an incorrect address or other information supplied by you:

1. **you receive a full refund** of everything paid for the cancelled items, including delivery and any other charges, with **no deduction of any kind**; and
2. where the cancellation happens after the Cut-off Time, we will additionally offer you **[TO BE CONFIRMED BY MANAGEMENT — reciprocal compensation mechanism, e.g. a credit or amount equivalent to the Cancellation Charge you would have borne at the same Preparation Stage]**, which you may choose to receive in the manner described in the Refund Policy.

We will tell you as soon as we know an Order cannot be fulfilled and, where time allows, offer an alternative product or delivery date before cancelling. You are never obliged to accept an alternative.

Part 9 — Unpaid orders

9.1 Payment Window

An Order is confirmed only when payment succeeds. If payment is not completed within the Payment Window shown at checkout (currently **[TO BE CONFIRMED BY MANAGEMENT]**), the unpaid Order is automatically released: the items, delivery slot and any promotional offer it was holding are released, and **nothing is charged**. We will tell you that the Order has lapsed.

9.2 Late payments

If your bank or payment provider nevertheless completes a payment for an Order after it has been released, **the whole amount is refunded to you automatically**, without deduction and without you needing to ask. You can then place a new Order if you still want the items.

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Part 10 — Refund of amounts after cancellation

10.1 How and when

The amount due to you after a cancellation (the amount paid less any Cancellation Charge) is refunded under the Refund Policy — to your original payment method by default, or to Daily Flowers credit only if you choose that option where it is offered. Refund timelines are set out in the Refund Policy.

10.2 Promotions and discounts

Where an Order was paid partly with a discount or promotional offer, the refund is calculated on the amount you actually paid. If cancelling part of an Order means the remaining items no longer qualify for an offer, the refund for the cancelled items will reflect the loss of the offer, and we will show you the calculation before you confirm.

10.3 Tax documents

Where a tax invoice has already been issued for a cancelled item, a corresponding credit note is issued.

Part 11 — Help, complaints and changes to this Policy

11.1 Help

For help with a cancellation, write to support@dailyflowersai.com or use the help option in your account. Every request receives a reference number you can use to track it.

11.2 Grievance Officer

If you are not satisfied with how a cancellation has been handled, you may contact our Grievance Officer: **[NAME / DESIGNATION / CONTACT — TO BE CONFIRMED]**. The Grievance Officer will acknowledge your complaint within forty-eight hours and resolve it within one month of receipt, as required by the Consumer Protection (E-Commerce) Rules, 2020. Details of the process are in the Daily Flowers Grievance Redressal Policy. You may also approach the National Consumer Helpline or the Consumer Commission having jurisdiction under the Consumer Protection Act, 2019.

11.3 Changes

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We may update this Policy from time to time. The version and effective date shown with this Policy tell you when it last changed. The Policy that applies to an Order is the version in force at the time of Order Confirmation; changes do not apply retrospectively to Orders already confirmed.

Schedule — Values to be confirmed by management

Item	Paragraph	Value
Fresh-flower Cut-off Time(s) per delivery date / slot	3.1	[TO BE CONFIRMED BY MANAGEMENT] (open decision OD-005)
Cancellation Charge — Stage 2 (after cut-off, not allocated)	3.2	[TO BE CONFIRMED BY MANAGEMENT] (OD-045)
Cancellation Charge — Stage 3 (allocated, not in preparation)	3.2	[TO BE CONFIRMED BY MANAGEMENT] (OD-045)
Cancellation Charge — Stage 4 (in preparation)	3.2	[TO BE CONFIRMED BY MANAGEMENT] (OD-045)
Cancellation Charge — Stage 5 (ready for dispatch)	3.2	[TO BE CONFIRMED BY MANAGEMENT] (OD-045)
Cut-off for cakes / food items	4.1	[TO BE CONFIRMED BY MANAGEMENT], as displayed at checkout
Reciprocal compensation when Daily Flowers / partner / seller cancels after cut-off	8.2	[TO BE CONFIRMED BY MANAGEMENT]
Payment Window for unpaid orders	9.1	[TO BE CONFIRMED BY MANAGEMENT]
Category-specific cancellation exclusions for marketplace gifts (if any)	5.3	[TO BE CONFIRMED BY MANAGEMENT]

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Annexure — Legal basis and review notes

A. Laws and instruments relied on

Instrument	Year	Provision	Relevance
Consumer Protection Act	2019	s.2(46) (unfair contract — disproportionate penalties, unreasonable charges); s.2(47) (unfair trade practice); s.2(11) (deficiency)	Limits on cancellation charges; fairness of terms
Consumer Protection (E-Commerce) Rules (G.S.R. 462(E), 23 July 2020)	2020	Rule 4(4)–(5) (grievance officer: acknowledge in 48 hours, redress in one month); Rule 4(8) (cancellation charges only if similar charges borne by the entity); Rule 4(9) (explicit consent, no pre-ticked boxes); Rule 4(10) (refunds within reasonable time / as RBI prescribes); Rule 5(3) and 6(5) (display of seller return/refund/delivery terms); Rule 6(3) and 7(4) (no refusal to take back or refund defective, not-as-described or late goods)	Core cancellation and refund duties

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Guidelines for Prevention and Regulation of Dark Patterns (CCPA, F. No. CCPA-1/1/2023-CCPA-(Reg), 30 November 2023)	2023	Clause 4; Annexure 1 — subscription trap, drip pricing, false urgency	Subscription cancellation journey; charge disclosure at checkout
Indian Contract Act	1872	s.74 (compensation for breach where a sum is named)	Cancellation Charges as pre-estimated loss
Information Technology Act	2000	s.10A (validity of contracts formed electronically)	Online cancellation and confirmation
Food Safety and Standards Act	2006	Food business licensing / registration	Food Partner compliance as a ground for cancellation

B. Open review points

1. **Rule 4(8) reciprocity** (legal requirement): approve the reciprocal mechanism in paragraph 8.2 or drop post-cut-off charges.
2. **Stage percentages** (business decision, OD-045): confirm values; counsel to test each against s.74 Contract Act and s.2(46) CPA.
3. **Food "no refund after preparation"** (legal requirement / recommended protection): confirm acceptability and display of the preparation point.
4. **Subscription cancellation defaults** (regulatory requirement): confirm the default for already-charged, pre-cut-off deliveries.
5. **Payment Window value** (business decision): confirm the value shown at checkout.
6. **Live website text** (business assumption): the currently published "Delivery & cancellation policy" page states refund timing and stage percentages drawn from placeholder settings. It should be withdrawn or aligned when this Policy is approved.
7. **Marketplace vs inventory role** (open question): whether Daily Flowers acts as an inventory e-commerce entity (Rule 7) for hub-fulfilled flowers and as a marketplace (Rules 5–6) for partner and seller products affects which duties apply to which category; this Policy is drafted to satisfy both.

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