DAILY FLOWERS INDIA PVT. LTD.

Daily Flowers Customer Terms & Conditions

Version 1.0.0 Status: Draft Effective: Not yet in force

Applies to: Customers — individuals and business buyers who browse, sign in to or order on the Daily Flowers website and app

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Effective date: [EFFECTIVE DATE — TO BE CONFIRMED ON PUBLICATION] · **Version:** 1.0.0

Please read these Terms carefully. They form a legally binding agreement between you and Daily Flowers India Pvt. Ltd. when you use our website or app or place an order. They also explain when you are buying from Daily Flowers and when you are buying from an independent seller who sells through our platform. Nothing in these Terms takes away any right you have under the Consumer Protection Act, 2019 or any other law that cannot be waived by contract.

Part 1 — About these Terms

1.1 Who we are

The Daily Flowers website at https://dailyflowersai.com and the Daily Flowers mobile applications (together, the **Platform**) are operated 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** or **our**).

- Customer support: support@dailyflowersai.com and [CUSTOMER CARE TELEPHONE / WHATSAPP NUMBER — TO BE CONFIRMED BY MANAGEMENT]
- Principal place of business and branch addresses: [PRINCIPAL BUSINESS ADDRESS AND BRANCH ADDRESSES — TO BE CONFIRMED BY MANAGEMENT]
- Grievance Officer: [NAME / DESIGNATION / CONTACT — TO BE CONFIRMED] (see Part 21)
- Nodal contact person resident in India: [NAME / DESIGNATION / CONTACT — TO BE CONFIRMED]

1.2 What these Terms cover

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These Terms apply whenever you browse the Platform, create an account, sign in, place an order, subscribe, submit a review or otherwise interact with us through the Platform, whether you do so as an individual consumer or on behalf of a business.

The following documents form part of these Terms and apply to the matters they cover. Each is published in the Daily Flowers Legal & Agreements Centre at https://dailyflowersai.com/legal:

1. Daily Flowers Privacy Policy
2. Daily Flowers Delivery / Shipping Policy
3. Daily Flowers Cancellation Policy
4. Daily Flowers Refund Policy
5. Daily Flowers Replacement Policy
6. Daily Flowers Subscription Terms (only if you subscribe)
7. Daily Flowers Grievance Redressal Policy
8. Daily Flowers B2B Customer / Commercial Services Agreement (only if your business has signed one)
9. Any product-specific or offer-specific terms shown to you on the product page or at checkout before you pay

1.3 Order of precedence

If there is a conflict: a signed B2B Customer / Commercial Services Agreement prevails for the business that signed it; product-specific or offer-specific terms shown at checkout prevail for that product or offer; the policies in clause 1.2 prevail on their subject; and otherwise these Terms apply. No term will be read so as to reduce a right you have under applicable law.

1.4 How you accept these Terms

You accept these Terms by ticking the acceptance box or pressing the button that refers to them when you create an account or place an order. We never record your acceptance, or any other consent, through a pre-ticked box or by treating silence or inaction as agreement. This agreement is an electronic contract formed in accordance with section 10A of the Information Technology Act, 2000, and we keep an electronic record of the version you accepted and when you accepted it.

1.5 Definitions

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In these Terms:

- **Daily Flowers Product** means a product that Daily Flowers itself sells to you, as shown on the product page and order confirmation.
- **Seller** means the person who sells a product to you. For a Daily Flowers Product the Seller is Daily Flowers. For a Marketplace Product the Seller is the Independent Seller named on the product page.
- **Independent Seller** means a business that is not Daily Flowers and sells its own products through the Platform under its own name, including registered flower partners, cake, bakery and food sellers, and gift sellers.
- **Marketplace Product** means a product sold to you by an Independent Seller.
- **Recipient** means the person to whom you ask us to deliver an order, if that is not you.
- **Order** means a confirmed purchase under Part 4; one checkout may create several Orders where several Sellers are involved.
- **Cut-off** means the latest time, shown at checkout, by which an Order or change must be made for a given delivery date or slot.
- **Perishable Product** means fresh flowers, arrangements, cakes, bakery and other food products with a limited shelf life.

Part 2 — Eligibility and your account

2.1 Who may use the Platform

You may place orders only if you are at least eighteen years old and legally able to enter into a binding contract under the Indian Contract Act, 1872. If you use the Platform for a business, you confirm that you are authorised to bind that business, and "you" includes that business.

2.2 Children

The Platform is not directed at children and we do not knowingly create accounts for persons under eighteen. You are welcome to send a gift to a child, in which case we use the child's name and delivery details only to deliver your gift (see our Privacy Policy). If we learn that an account has been created by a person under eighteen

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without verifiable consent of a parent or lawful guardian, we may suspend it and delete the associated personal data as the law requires.

2.3 Creating an account and signing in

You sign in by entering your mobile number and the one-time passcode (**OTP**) we send to it by SMS or WhatsApp. We may also offer email verification and, where we choose to make it available, sign-in through a supported third-party account such as a Google account. When you use a third-party sign-in, the third party's own terms and privacy policy also apply to that sign-in, and we receive only the information described in our Privacy Policy.

2.4 Keeping your account secure

Sign-in OTPs are confidential — we will never ask you for one. A delivery code should be given only to the delivery person at handover. You are responsible for activity carried out through your account unless it results from our failure to take reasonable security measures. Tell us immediately at support@dailyflowersai.com if you believe your account or mobile number has been used without permission.

2.5 Accurate information

You must give accurate, current and complete information, including a working mobile number and a complete delivery address with any landmark or access instructions. If you give us a Recipient's details, you confirm that you are entitled to share them with us for the purpose of the delivery and any delivery messages.

2.6 Closing your account

You may ask us to close your account at any time through your account settings or by writing to support@dailyflowersai.com. Closing an account does not cancel Orders already confirmed, subscriptions you have not cancelled, or amounts you owe. We will keep records we are legally required to keep, as explained in our Privacy Policy.

Part 3 — How the Platform works: who sells to you

3.1 Two ways we sell

The Platform combines two models:

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1. **Daily Flowers as Seller.** Daily Flowers sells its own fresh-flower products and related add-ons. These are prepared and delivered from a Daily Flowers hub or through partners in our fulfilment network acting for us. For a Daily Flowers Product, your contract of sale is with Daily Flowers, and Daily Flowers is responsible to you for the product and its delivery.
2. **Daily Flowers as marketplace.** Independent Sellers — such as registered flower partners trading under their own names, cake, bakery and food sellers, and gift sellers — list and sell their own products through the Platform. For a Marketplace Product, your contract of sale is with that Independent Seller. Daily Flowers provides the marketplace, product discovery, checkout, payment collection through its payment partner, order communication, customer support and complaint handling, and, where shown, delivery coordination.

3.2 How you will know who the Seller is

Every product page, your cart, the checkout page and your order confirmation identify the Seller of each product. For every Independent Seller we make available before you buy: the Seller's business name, whether registered or not, geographic address, customer-care number, any rating or aggregated feedback about the Seller, and, where applicable, the Seller's GSTIN and food-business (FSSAI) licence or registration number. On request we will also give you the Seller information you reasonably need to pursue a complaint.

3.3 Mixed carts

You may add products from more than one Seller to one cart and pay in one transaction. When you do:

- a separate Order, and a separate contract of sale, is formed with each Seller for that Seller's products;
- each Seller's products may be prepared, dispatched and delivered separately, on different dates or by different delivery methods, as shown at checkout;
- you may receive separate tax invoices from each Seller; and
- if one Order is cancelled, refused or cannot be fulfilled, the other Orders in the same checkout continue unless you cancel them in line with the Cancellation Policy, and you will receive a refund only for the affected Order.

3.4 What Daily Flowers remains responsible for

For a Marketplace Product, the Independent Seller is responsible for the product itself — its quality, safety, labelling, authenticity, legal compliance and the accuracy of its information. This does not remove any duty the

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law places on Daily Flowers as an e-commerce entity or intermediary. Daily Flowers will display the information in clause 3.2, operate the grievance mechanism in Part 21 for every product on the Platform, act against unsafe, counterfeit, unlawful or misleading listings that come to its notice, process refunds due to you through the Platform, and co-operate with you, the Seller and the authorities to resolve complaints.

3.5 Products fulfilled by franchise operators

In some territories Daily Flowers Products may be prepared or delivered by an authorised Daily Flowers franchise operator under our brand and standards. Unless the product page and order confirmation name a different Seller, Daily Flowers remains your Seller for those products.

3.6 How products are ranked and displayed

Products are listed using parameters that include: relevance to what you search for or browse; whether the product can be delivered to your pincode on your chosen date and slot; availability and stock; the Seller's performance, such as fulfilment reliability, quality complaints and ratings; price; and freshness or seasonality. Promoted or sponsored placements are clearly labelled. Daily Flowers may feature its own Daily Flowers Products, occasion collections and promotions in dedicated sections of the Platform; where it does so, the section is identified as such.

3.7 Product information and natural variation

We and our Sellers try to describe and photograph products accurately. However:

- flowers are natural, perishable products: colour, bloom stage and appearance may differ from photographs, and individual stems may be substituted with stems of comparable quality and value when a variety is unavailable. This is not, by itself, a defect; a substitution that materially changes the product is dealt with under the Replacement Policy;
- food products carry the information the law requires, including the Seller's FSSAI licence or registration number, ingredients, allergens, veg or non-veg marking and date marking. If you have an allergy, check with the Seller through us before ordering; and
- packaged products carry the declarations required by the Legal Metrology (Packaged Commodities) Rules, 2011, including country of origin where applicable.

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Part 4 — Orders and contract formation

4.1 Placing an order

Before you pay, the order summary shows each product and its Seller, the total price in a single figure with its break-up (product price, delivery charge, any other fee and taxes), the expected delivery date or window, and the cancellation terms that apply.

4.2 When a contract is formed

Placing an order is an offer to buy. A contract is formed with the relevant Seller only when (a) your payment is successfully received, or, for business accounts on agreed credit terms, the order is accepted against your account, and (b) we send you an order confirmation by SMS, WhatsApp, email or in your account. An acknowledgement that an order has been received is not a confirmation.

4.3 Payment window for unpaid orders

An order that has not been paid within the payment window shown at checkout ([PAYMENT WINDOW — TO BE CONFIRMED BY MANAGEMENT]) is released and does not become a contract. If your payment reaches us after an order has been released, we refund that payment in full to the original payment method; the late payment does not revive the order.

4.4 When an order may be declined or cancelled by us

We or the Seller may decline an order before confirmation, and may cancel a confirmed Order only for a genuine reason, such as: the product becomes unavailable or cannot be prepared to standard; the address is outside the serviceable area; an obvious price or description error; reasonably suspected fraud or misuse of an offer; a Seller's mandatory licence (such as its FSSAI licence) is missing or expired; or an event under Part 20. We will tell you promptly, refund the Order in full, and Part 8.2 applies.

4.5 Cut-offs and delivery dates

Next-day and scheduled deliveries must be ordered before the Cut-off shown at checkout. Same-day delivery, where offered, depends on stock on hand and is shown only when available. The Delivery / Shipping Policy explains slots and delivery windows.

4.6 Gift messages and Recipients

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You are responsible for the content of any gift message. We may decline to print or deliver a message that is unlawful, abusive or offensive. If a Recipient refuses a delivery, the Delivery / Shipping Policy sets out how the Order is treated.

4.7 Personal and business purchases

Consumer accounts are for personal, household and gifting purposes; bulk, event or resale buying should use a business account under Part 11. Any quantity limit is shown before you pay.

Part 5 — Prices, taxes and charges

5.1 Prices

Prices are in Indian Rupees and include applicable Goods and Services Tax unless clearly stated otherwise. Delivery charges, any other fee and add-on charges are shown separately before you pay, and nothing is added after you review the order summary.

5.2 Price changes and errors

You pay the price in the order summary you accepted. If a price or description is obviously wrong because of a technical or typographical error, we or the Seller may cancel the affected Order before dispatch with a full refund, or offer the product at the correct price, which you may decline.

5.3 Fair pricing

Neither Daily Flowers nor any Seller will manipulate prices to gain unreasonable profit by exploiting your circumstances, or discriminate between consumers of the same class, in breach of Rule 4(11) of the E-Commerce Rules.

5.4 Tax invoices

A tax invoice is issued for each Order by its Seller, or by Daily Flowers on the Seller's behalf where the law permits, and is available in your account. Business buyers who need GST input tax credit must enter their correct GSTIN and legal name before placing an order; we cannot re-issue an invoice to a different GSTIN once it has been reported, except as GST law permits.

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Part 6 — Payments

6.1 How you pay

Payments are processed by a payment aggregator authorised by the Reserve Bank of India under the Payment and Settlement Systems Act, 2007. Our current payment aggregator is Razorpay. The payment methods available (such as UPI, debit and credit cards, net banking and wallets) are shown at checkout, together with any fee for a particular method. Contact details of our payment service provider for payment issues: [PAYMENT SERVICE PROVIDER CONTACT — TO BE CONFIRMED BY MANAGEMENT].

6.2 Security of payment details

Card, UPI and net-banking credentials are entered on the payment aggregator's secure systems. Daily Flowers does not receive or store your full card number, card security code or PIN; saved cards, where offered, are tokenised as Reserve Bank of India rules require.

6.3 Payments for Marketplace Products

When you pay for a Marketplace Product, Daily Flowers receives the payment through its payment aggregator for the Independent Seller and passes the Seller's share to the Seller after deducting Daily Flowers' agreed fees. Your payment to us fully discharges your obligation to pay the Seller for that Order.

6.4 Failed, duplicate and unconfirmed payments

If money is debited but no Order is confirmed, or you are charged twice, the amount is refunded or reversed to the original payment method, within the turnaround times the Reserve Bank of India sets for failed transactions and the Refund Policy. We will give you the transaction reference to trace it with your bank if needed.

6.5 Cash on delivery

Cash on delivery is not currently offered. If we introduce it for some products or areas, the conditions will be shown at checkout and will form part of these Terms.

6.6 Recurring payments

Subscriptions are charged to a payment mandate that you authenticate with your bank, card issuer or UPI application, which will notify you before each debit as the Reserve Bank of India's e-mandate rules require.

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You may stop recurring payments by cancelling the subscription on the Platform or by withdrawing the mandate through your bank, card issuer or UPI application; withdrawing the mandate does not cancel deliveries already confirmed. For an unauthorised debit you may also use your issuer's charge-back or dispute process.

6.7 Store credit

Where you choose store credit instead of a refund, or where we issue credit as a goodwill gesture, the credit is recorded in your account and can be used only for purchases on the Platform. The value, validity period, and any conditions on use of store credit are shown when it is issued ([STORE CREDIT VALIDITY AND CONDITIONS — TO BE CONFIRMED BY MANAGEMENT]). Store credit is not transferable and cannot be withdrawn as cash, except where the law requires or where it was issued in place of a refund that you later ask to receive to your original payment method under the Refund Policy.

Part 7 — Delivery

7.1 Where and how we deliver

Fresh-flower and local food orders are currently delivered in Bengaluru, to the serviceable pincodes shown by the availability check, in the delivery slots shown at checkout. Gift-marketplace products are shipped by the Seller or its courier to addresses across India, with tracking. Full details, including slots, reattempts and failed-delivery rules, are in the Daily Flowers Delivery / Shipping Policy.

7.2 Proof of delivery

Deliveries are completed against a one-time delivery code sent to the Recipient's mobile number, or, where a code cannot be used, against a photograph of the handover, a signature or a site acknowledgement (for example, handover to reception at a business address). Please keep the delivery code private until the delivery person arrives.

7.3 Your responsibilities

You must provide a correct address and a reachable mobile number. The Delivery / Shipping Policy explains what happens if a delivery fails because of the address or the Recipient's availability.

7.4 Risk and ownership

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Ownership of and risk in a product pass to you when it is delivered to the delivery address and delivery is recorded under clause 7.2.

Part 8 — Cancellations, refunds and replacements

8.1 Cancellation by you

The Cancellation Policy governs cancellation. In summary: perishable Daily Flowers Products can be cancelled free of charge until the Cut-off or until the flowers are allocated or prepared for your Order, after which a charge may apply according to the preparation stage reached, as shown at checkout before you pay; cakes and other food products follow the terms shown on the product page; gift-marketplace products can be cancelled free of charge until the Seller dispatches them; and subscription deliveries can be skipped, paused or cancelled before their Cut-off under the Subscription Terms.

8.2 Cancellation by us or the Seller

If a confirmed Order is cancelled by Daily Flowers or a Seller for a reason not attributable to you, you receive a full refund of the amount paid for that Order and, where the Cancellation Policy provides for it, the reciprocal compensation described there.

8.3 Refunds, quality problems and replacements

Accepted refunds are paid within a reasonable period and within the timelines in the Refund Policy, to the original payment method or, if you choose, as store credit. If a product arrives damaged, spoilt, wilted, wrong, incomplete or materially different from its description, report it through your order page, by replying to our order message or at support@dailyflowersai.com within the reporting window in the Replacement Policy, keeping the product and sharing photographs where you can. After review we offer a replacement, a full or partial refund, or credit, as appropriate. Perishable Products cannot be returned for change of mind. Gift-marketplace products may be returned within the return window shown on the product page: if damaged, wrong or not as described, the refund includes shipping charges; for change-of-mind returns accepted by the Seller, shipping charges are not refunded.

8.4 Your statutory rights

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These remedies are in addition to your rights under the Consumer Protection Act, 2019, including in respect of defective goods and deficient services.

Part 9 — Subscriptions

A subscription creates recurring deliveries on the weekdays you choose; each delivery is a separate Order, charged per delivery against your saved payment mandate. You can skip, pause, resume or cancel before the relevant Cut-off. A failed payment is retried, then a grace period applies, after which the subscription may be suspended. Cancelling does not affect deliveries already made or in preparation. Cancelling is never harder than subscribing, and we will tell you before any price change for future deliveries so that you can cancel beforehand. The Daily Flowers Subscription Terms govern subscriptions in full.

Part 10 — Offers, coupons and promotions

10.1 Offer terms

Offers, coupons and cashback are subject to the conditions shown with the offer (such as validity, minimum order value, eligible products, Sellers, areas or payment methods, and usage limits). Unless stated otherwise, one coupon applies per order and offers have no cash value.

10.2 Who funds an offer

An offer may be funded by Daily Flowers, by an Independent Seller or by a payment partner. The funding arrangement does not change the price you pay as shown at checkout.

10.3 Honest promotions

We will not use false countdowns or claims of scarcity, add items to your cart without your action, hide charges until the final step, or use any other practice listed in the Central Consumer Protection Authority's Guidelines for Prevention and Regulation of Dark Patterns, 2023. If you believe any part of the Platform does so, please report it under Part 21.

10.4 Misuse of offers

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We may withdraw an offer benefit obtained through fake or multiple accounts, automated means or other misuse. If we do so after you have paid, you may cancel the Order for a full refund instead of paying the difference.

Part 11 — Business (B2B) accounts

Business accounts order against the terms agreed at onboarding, which may include a credit limit, credit period and invoicing cycle. Invoices are payable by their due date, and we may hold new orders on a significantly overdue account without affecting amounts already invoiced. A signed Daily Flowers B2B Customer / Commercial Services Agreement governs the business relationship, and these Terms apply only to matters it does not cover.

Part 12 — Reviews, ratings and other content you submit

12.1 Your content

You may be able to submit ratings, reviews, feedback, photographs, gift messages and other content (**Your Content**). You keep ownership of Your Content and grant Daily Flowers a non-exclusive, royalty-free licence to host, display, reproduce, format and publish it on the Platform and in communications about the product or Seller concerned, for as long as it remains on the Platform and afterwards for archival and legal purposes. We will not publish photographs of identifiable people, or your name beyond a first name and initial, without your consent.

12.2 Genuine reviews

Reviews must reflect your genuine experience of a product you bought or received. You must disclose if you were given anything in return for a review. Sellers must not review their own products or competitors' products or offer incentives for favourable reviews. We do not suppress negative reviews because they are negative, and we do not edit the substance of reviews.

12.3 Content that is not allowed

You must not submit content that: belongs to another person and to which you have no right; is defamatory, obscene, pornographic, invasive of another's privacy (including bodily privacy), insulting or harassing on the basis of gender, racially or ethnically objectionable, or promotes money laundering or gambling; is harmful to children; is deceptive or misleading about its origin, or knowingly and intentionally communicates misinformation

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or information that is patently false; impersonates another person; threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States or public order, or incites the commission of any offence; infringes any patent, trademark, copyright or other proprietary right; contains software viruses or other malicious code; or otherwise violates any law.

12.4 Moderation and removal

We may review, decline to publish, or remove any content that breaches these Terms or the law, and we act on lawful orders of courts and competent authorities. You can report content that you believe is unlawful or breaches these Terms through the reporting option on the Platform or by writing to the Grievance Officer. Content complaints are handled within the timelines in the Grievance Redressal Policy. Where we remove your content, we will tell you and give reasons where the law requires, and you may ask us to reconsider.

Part 13 — Intellectual property

The Platform and its content — including the Daily Flowers name and logo, product photographs, designs, text, software and the arrangement of the Platform — are owned by or licensed to Daily Flowers and are protected by Indian and international intellectual property laws. Independent Sellers' names, marks and product images belong to them. You may use the Platform only for your own personal or internal business use as permitted by these Terms. You must not copy, scrape, reproduce, frame, modify, sell or exploit any part of the Platform or its content, or use any Daily Flowers trademark, without our prior written permission. If you believe content on the Platform infringes your rights, write to the Grievance Officer with details of the work, the infringing content and your rights, and we will act in accordance with law.

Part 14 — Acceptable use

You must not, and must not help anyone else to:

1. use the Platform for any unlawful, fraudulent or deceptive purpose, or place orders you do not intend to pay for;
2. use another person's account, mobile number, payment method or identity without authority;

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3. attempt to gain unauthorised access to the Platform, other accounts or our systems, or probe, scan or test their vulnerability;
4. use bots, scrapers or other automated means to access the Platform, extract data, place orders or claim offers, except as we permit in writing;
5. interfere with the Platform's operation, including by introducing malicious code or placing excessive load on it;
6. harass, abuse or threaten our staff, delivery partners, Sellers or Recipients;
7. make false, exaggerated or repeated complaints or claims intended to obtain refunds or credit to which you are not entitled; or
8. resell products bought on consumer terms in breach of any limit shown at purchase.

Part 15 — Communications from us

We send transactional messages about your account and Orders — such as OTPs, order confirmations, delivery updates, delivery codes, payment, refund and complaint updates — by SMS, WhatsApp, email or in-app notification. These are necessary to provide the service you asked for. We send marketing messages (offers, reminders of occasions you have saved, new products) only if you have given consent by an explicit action, and you can withdraw that consent at any time from your account settings, by using the unsubscribe option in the message, or by replying "STOP" where offered. Withdrawing marketing consent does not affect transactional messages. We follow the rules applicable to commercial communications in India, including your preferences registered with your telecom provider.

Part 16 — Privacy

We process your personal data, and the personal data of Recipients you give us, as described in the Daily Flowers Privacy Policy, which explains what we collect, why, who we share it with, how long we keep it and how you can exercise your rights. Independent Sellers and delivery partners receive only the personal data needed to fulfil and deliver your Orders and are contractually bound to use it only for that purpose.

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Part 17 — Our responsibility to you

17.1 What we are responsible for

Daily Flowers is responsible to you for Daily Flowers Products, for the services it provides through the Platform, and for performing the duties that the law places on it as an e-commerce entity and marketplace. Each Independent Seller is responsible to you for its Marketplace Products, including under the product-liability provisions of the Consumer Protection Act, 2019. Daily Flowers is responsible for deliveries it arranges; a gift-marketplace Seller that ships through its own courier is responsible for that shipment, and we will help you resolve any problem with it.

17.2 Losses we are not responsible for

To the extent permitted by law, neither Daily Flowers nor any Seller is liable for loss that was not reasonably foreseeable when the Order was placed, or for indirect or consequential loss such as loss of enjoyment of an event, loss of business, profit or opportunity, beyond the remedies described in these Terms and the policies in clause 1.2. Please tell us when you order if an Order is tied to a specific occasion; we treat date-critical failures as our highest recovery priority but cannot guarantee same-day replacement.

17.3 Limit on liability

To the extent permitted by Indian law, the total liability of Daily Flowers for any claim arising from an Order is limited to the amount you paid for that Order.

17.4 What we do not limit

Nothing in these Terms excludes or limits: liability for death or personal injury caused by negligence; liability for fraud; liability under the product-liability provisions of the Consumer Protection Act, 2019; any right you have as a consumer that cannot be excluded or limited by contract; or the powers of any Consumer Commission to award compensation under the Consumer Protection Act, 2019.

17.5 Platform availability

We work to keep the Platform available and secure but cannot promise uninterrupted access. We may suspend the Platform for maintenance, security or legal reasons. If an interruption prevents us from fulfilling a confirmed Order, you receive a full refund for that Order.

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Part 18 — Indemnity

If you breach these Terms fraudulently, deliberately or negligently, or submit content that infringes another person's rights or breaks the law, you will compensate Daily Flowers for reasonable losses, costs and third-party claims that directly result, to the extent the law allows. This clause does not apply to losses caused by our own breach or negligence and does not require a consumer to compensate us for exercising any legal right.

Part 19 — Suspension and termination

We may warn you, restrict features, cancel unfulfilled Orders (with a full refund), suspend or close your account, or remove content, where we reasonably believe that you have breached these Terms or the law, misused offers or refunds, endangered anyone's safety, or where we are required to do so by law or by a court or authority. Where practicable and lawful we will give reasons and an opportunity to respond before a permanent closure. If you do not comply with these Terms or our Privacy Policy, we have the right to terminate or suspend your access or usage rights immediately, or remove non-compliant information, or both, and where the non-compliance is also unlawful we may report it to the authorities as the law requires. Suspension does not affect amounts you owe or refunds due to you.

Part 20 — Events beyond our control

Neither Daily Flowers nor any Seller is responsible for delay or failure caused by events beyond reasonable control, such as natural disasters, extreme weather, floods, epidemics, government restrictions, curfews, strikes, riots, road closures, failures of utilities, telecommunications or payment systems, or cyber attacks not caused by our failure to maintain reasonable security. We will tell you promptly and, if an Order cannot be delivered within a reasonable time, offer you a new date or a full refund of the amounts paid for that Order.

Part 21 — Complaints and grievance redressal

21.1 How to complain

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You may raise a complaint about any product, Order, Seller, delivery, payment, refund, content, or our handling of your personal data through your order page, by writing to support@dailyflowersai.com, or through the other channels in the Grievance Redressal Policy. Every complaint receives a ticket number that you can use to track it.

21.2 Grievance Officer

If your complaint is not resolved to your satisfaction, or you prefer to escalate directly, contact our Grievance Officer:

Item	Detail
Name	[NAME — TO BE CONFIRMED]
Designation	[DESIGNATION — TO BE CONFIRMED]
Email	[GRIEVANCE EMAIL — TO BE CONFIRMED]
Telephone	[GRIEVANCE TELEPHONE — TO BE CONFIRMED]
Postal address	[REGISTERED OFFICE ADDRESS]

The Grievance Officer acknowledges consumer complaints within forty-eight hours and redresses them within one month from receipt, and meets any shorter period the law requires for particular complaints, as explained in the Grievance Redressal Policy.

21.3 Other routes

You may also approach the National Consumer Helpline (toll-free 1915 or 1800-11-4000; https://consumer-helpline.gov.in), file a complaint before the appropriate Consumer Commission (including online through https://e-jagriti.gov.in), or use the other routes described in the Grievance Redressal Policy.

Part 22 — Governing law and disputes

22.1 Governing law

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These Terms and any dispute arising from them or from your use of the Platform are governed by the laws of India.

22.2 Consumer disputes

If you are a consumer, you may bring a complaint before the District, State or National Consumer Disputes Redressal Commission having jurisdiction, including a District Commission where you reside or personally work for gain, as the Consumer Protection Act, 2019 permits. Nothing in these Terms requires a consumer to use arbitration or any particular court in place of a Consumer Commission. Before starting proceedings, we encourage you to use the grievance process in Part 21, which is free, and we are open to mediation where you and we agree.

22.3 Other disputes

Subject to clause 22.2, the courts at [TO BE CONFIRMED — e.g. Bengaluru, Karnataka] have exclusive jurisdiction over disputes arising from these Terms. Disputes with business buyers that have signed a B2B Customer / Commercial Services Agreement are resolved under that agreement.

Part 23 — Changes to these Terms

We may update these Terms to reflect changes in the law, our services or our business. We will publish the new version in the Legal & Agreements Centre with its version number and effective date, and keep earlier versions available there. For material changes, we will notify account holders by email, SMS, WhatsApp or in-app message at least [NOTICE PERIOD — TO BE CONFIRMED BY MANAGEMENT] before they take effect, and may ask you to accept the new version before your next order. The version of these Terms that applies to an Order is the version you accepted when you placed it. Changes do not affect Orders already confirmed or deliveries already charged. If you do not agree with a change, you may stop using the Platform and close your account; any active subscription can be cancelled under the Subscription Terms.

Part 24 — General

1. **Entire agreement.** These Terms and the documents listed in clause 1.2 are the entire agreement between you and Daily Flowers about their subject matter.

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2. **Severability.** If any provision is found invalid or unenforceable, the rest continues in effect, and the affected provision is applied to the fullest extent the law allows.
3. **No waiver.** A delay or failure to enforce a right is not a waiver of it.
4. **Assignment.** You may not transfer your rights under these Terms without our consent. We may transfer our rights and obligations to a successor to our business, provided this does not reduce your rights; we will tell you if this happens.
5. **Notices.** We may give you notices by email, SMS, WhatsApp, in-app notification or on the Platform. You may give us notices at support@dailyflowersai.com or, for legal notices, at our registered office.
6. **Electronic records.** These Terms are an electronic record under the Information Technology Act, 2000 and do not require a physical or digital signature.
7. **Language.** If we publish a translation and it conflicts with the English version, the English version applies unless the law requires otherwise.

Part 25 — Contact us

Daily Flowers India Pvt. Ltd., [REGISTERED OFFICE ADDRESS] (CIN [CIN]) · support@dailyflowersai.com · https://dailyflowersai.com

Schedule 1 — Items to be confirmed by management before publication

No.	Item	Clause	Current position
1	Registered office, principal business and branch addresses, CIN	1.1	[TO BE CONFIRMED BY MANAGEMENT]
2	Customer care telephone / WhatsApp number	1.1	[TO BE CONFIRMED BY MANAGEMENT]

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3	Grievance Officer name, designation, email, telephone	1.1, 21.2	[NAME / DESIGNATION / CONTACT — TO BE CONFIRMED]
4	Nodal contact person resident in India	1.1	[TO BE CONFIRMED BY MANAGEMENT]
5	Customer sign-in methods and guest checkout (OD-003)	2.3	Mobile OTP; others [TO BE CONFIRMED BY MANAGEMENT]
6	Ranking parameters and any preferential treatment of Daily Flowers Products	3.6	[TO BE CONFIRMED BY MANAGEMENT]
7	Payment window for unpaid orders	4.3	Configured at checkout — [TO BE CONFIRMED BY MANAGEMENT]
8	Recipient-refusal treatment (OD-066)	4.6	[TO BE CONFIRMED BY MANAGEMENT]
9	Invoicing model for Marketplace Products; GST TCS treatment	5.4	[TO BE CONFIRMED BY MANAGEMENT]
10	Payment service provider contact for payment issues	6.1	[TO BE CONFIRMED BY MANAGEMENT]
11	Store credit validity and conditions	6.7	[TO BE CONFIRMED BY MANAGEMENT]

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12	Stage-based cancellation charges (OD-045) and matching compensation when Daily Flowers cancels	8.1, 8.2	[TO BE CONFIRMED BY MANAGEMENT]
13	Quality-complaint reporting window by category (OD-042)	8.4	[TO BE CONFIRMED BY MANAGEMENT]
14	Gift-marketplace return window	8.4	Configured per product — [TO BE CONFIRMED BY MANAGEMENT]
15	Forum for non-consumer disputes	22.3	[TO BE CONFIRMED — e.g. Bengaluru, Karnataka]
16	Advance notice of material changes	23	[TO BE CONFIRMED BY MANAGEMENT]

Annexure — Legal basis and review notes

Statutes and rules relied on

Instrument	Provision	Used for
Consumer Protection Act, 2019	ss.2(9), 2(46), 2(47), 34, 47, 58, 82–87, 94	Consumer rights, unfair contract and trade practice, Commission jurisdiction, product liability, e-commerce measures

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Consumer Protection (E-Commerce) Rules, 2020 (G.S.R. 462(E), 23 July 2020)	rr.3, 4(1)–(11), 5(3)–(4), 6	Entity disclosures, grievance officer and timelines, cancellation-charge parity, explicit consent, refunds, fair pricing, seller disclosure, ranking and differentiated treatment, payment information, seller duties
Guidelines for Prevention and Regulation of Dark Patterns, 2023 (CCPA) and CCPA advisory of 5 June 2025	Annexure 1 list	Honest promotions, subscription cancellation, no drip pricing
Information Technology Act, 2000	ss.10A, 43A, 79	Electronic contract formation, data security liability, intermediary safe harbour
IT (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 as amended to 10 February 2026	rr.3(1)(b), 3(1)(c), 3(2), 3A	Prohibited user content, notice of right to suspend/terminate, content-complaint timelines, appeal to Grievance Appellate Committee
Digital Personal Data Protection Act, 2023 and DPDP Rules, 2025	ss.5–9, 11–15; rr.3, 10	Privacy cross-reference, children
Indian Contract Act, 1872	ss.10, 11	Contract formation and capacity
Payment and Settlement Systems Act, 2007; RBI Master Direction on Payment Aggregators, 2025; RBI Digital Payments E-mandate Framework, 2026	—	Payment processing, card-data storage, recurring mandates and pre-debit notifications
Central Goods and Services Tax Act, 2017	ss.31, 52	Tax invoices; tax collected at source by e-commerce operators
Legal Metrology (Packaged Commodities) Rules, 2011	r.6 and e-commerce display requirements	Product declarations

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Food Safety and Standards Act, 2006 and regulations	—	Food product information and licence display

Open review points

1. **Marketplace versus inventory model (legal requirement).** Confirm the dual classification in clauses 3.1–3.3 and that the Seller is disclosed for every product.
2. **Franchise-fulfilled orders (open question).** Clause 3.5.
3. **Intermediary status (interpretive).** Parts 12 and 19 are drafted to satisfy Rules 3(1)(b), 3(1)(c) and 3(2) of the Intermediary Rules if they apply; the quarterly user-notice duty in Rule 3(1)(c) needs an operational process.
4. **Cancellation-charge parity (regulatory requirement).** Clause 8.2, read with the Cancellation Policy.
5. **Liability cap (recommended protection).** Clause 17.3 — test against section 2(46) of the Consumer Protection Act, 2019.
6. **Store credit (regulatory requirement).** Clause 6.7.
7. **Invoicing and TCS (legal requirement / business decision).** Clause 5.4.
8. **Forum (open question).** Clause 22.3.
9. **Consistency with live pages (business assumption).** The live Delivery policy states a refund time of five to seven working days, which the Refund Policy proposes to withdraw; the live pages should be replaced together with this document.

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