DAILY FLOWERS INDIA PVT. LTD.

Daily Flowers Subscription Terms

Version 1.0.0 Status: Draft Effective: Not yet in force

Applies to: Subscribers — customers who set up a recurring flower (or other) delivery subscription on the Daily Flowers platform

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Part 1 — About these Terms

1.1 Who we are

These Subscription Terms are 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**"), which operates https://dailyflowersai.com and associated channels (the "**Platform**").

1.2 What these Terms cover

These Terms apply when you set up a subscription on the Platform for recurring deliveries. They supplement the Customer Terms & Conditions. The Cancellation Policy, Refund Policy, Replacement Policy and Delivery / Shipping Policy apply to each subscription delivery, as explained below. If these Terms conflict with those documents on a subscription-specific point, these Terms prevail.

1.3 Your agreement

You accept these Terms by an explicit, affirmative action — confirming your subscription at the end of the sign-up journey (we never record your consent through pre-ticked boxes or by default) — at the point where the plan, price per delivery, delivery days, start date and payment arrangements are summarised for you. The summary is also sent to you and kept in your account. A subscription is a contract formed by electronic means and is valid under section 10A of the Information Technology Act, 2000.

1.4 Definitions

In these Terms:

- "**Plan**" means a subscription plan published on the Platform, describing the product, the quantity per delivery, the price per delivery, and the weekdays on which deliveries are available.

- "**Subscription**" means your subscription to a Plan, with your chosen delivery weekdays, delivery slot, delivery address and start date.
- "**Delivery**" means each individual scheduled delivery under your Subscription. Each Delivery is a separate order for delivery, cancellation, refund and replacement purposes.
- "**Cut-off Time**" means, for each Delivery, the latest time for skipping, pausing or changing that Delivery free of charge, shown in your account against each Delivery. It follows the same cut-off rules as one-off orders for the same delivery date and slot.
- "**Charge Date**" means the date on which the price of a Delivery is collected, as explained in Part 4.
- "**Payment Mandate**" means the standing instruction, registered with your card issuer, bank or UPI app, that authorises Daily Flowers to collect the price of each Delivery.
- "**Grace Period**" means the period described in Part 5 during which a failed payment can be put right before the Subscription is suspended.

Part 2 — Plans and your Subscription

2.1 Plans

Each Plan states the product (for example, a weekly bouquet or a daily stem bundle), the quantity per Delivery, the price per Delivery including applicable taxes and delivery charges, the weekdays on which it can be delivered, and any limited customisation available. Plans are offered subject to availability in your delivery area.

2.2 Setting up

When you subscribe, you choose:

1. the Plan;
2. the weekday or weekdays for delivery, from those the Plan allows;
3. the delivery slot and the delivery address (which must be in our serviceable area — see the Delivery / Shipping Policy);
4. the start date; and
5. the payment method for your Payment Mandate.

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2.3 Start date

Because we plan and buy fresh flowers ahead of each delivery date, the earliest available start date is shown to you during sign-up. If you choose an earlier date, your first Delivery is scheduled for the earliest available date and we tell you before you confirm.

2.4 One subscription per plan and address

To avoid duplicate charges, you can hold only one active Subscription to the same Plan at the same address. You can hold Subscriptions to different Plans, or to the same Plan at different addresses.

2.5 Seasonal variation and substitution

Flowers are seasonal. Where a variety in a Plan is unavailable on a delivery date, we may substitute flowers of comparable value, quality and style, as described in the Customer Terms & Conditions. If a Plan's product cannot be supplied at all on a delivery date, we will tell you and either skip that Delivery without charge (refunding any amount already collected) or, if you agree, deliver an alternative.

2.6 No minimum term

There is **no minimum term** and **no fee for cancelling** a Subscription. You can cancel at any time under Part 7.

Part 3 — Payment Mandate

3.1 How subscriptions are paid

Subscriptions are paid **per Delivery**. Nothing is charged for the Subscription as a whole in advance. Each Delivery is charged separately to your Payment Mandate on its Charge Date.

3.2 Registering the Payment Mandate

During sign-up you register a Payment Mandate through our payment aggregator (currently Razorpay) using a card, or another recurring-payment method where offered (for example UPI Autopay). Registration requires you to authenticate with your card issuer, bank or UPI app using an additional factor of authentication (for example, a one-time password or UPI PIN), as the Reserve Bank of India requires.

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To verify the card or account, a small verification amount may be authorised at registration. **This verification amount is not collected** and any hold is released by your bank in accordance with its normal practice.

3.3 Your card details

We do not store your full card number, expiry date or security code. Cards are saved for recurring payments using a token issued in accordance with the Reserve Bank of India's card tokenisation framework, held by the card network, issuer or payment aggregator. We keep only the Payment Mandate reference needed to request each charge.

3.4 Your protections under the RBI e-mandate framework

Recurring payments on cards, prepaid instruments and UPI are governed by the Reserve Bank of India's Digital Payments – E-mandate Framework, 2026. Under that framework, as it currently stands:

1. **Notice before every charge** — your card issuer, bank or UPI app sends you a pre-debit notification **at least 24 hours before each charge**, showing our name, the amount, the date of the debit, the mandate reference and the reason for the debit;
2. **Opt-out of any charge** — you can opt out of any particular charge, or of the whole mandate, through your issuer, bank or UPI app after receiving that notification;
3. **Notice after every charge** — you receive a post-debit notification after each charge;
4. **Authentication thresholds** — recurring charges up to **Rs. 15,000 per transaction** may be collected without additional authentication; charges above that amount require you to authenticate each time;
5. **Validity and limits** — the mandate specifies its validity period and, for variable-amount mandates, the maximum amount per transaction you have chosen; you can change or withdraw the mandate at any time through your issuer, bank or UPI app;
6. **No fee** — no charge may be levied on you for using the e-mandate facility; and
7. **Unauthorised charges** — the RBI rules limiting customer liability for unauthorised electronic transactions apply to recurring charges.

If RBI changes these rules, the rules in force at the time apply.

3.5 If you withdraw or opt out through your bank

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If you withdraw the Payment Mandate, or opt out of a particular charge, through your issuer, bank or UPI app, we will treat the affected Delivery as unpaid under Part 5. To avoid Deliveries being held or your Subscription being suspended, please also skip, pause or cancel the Subscription in your account.

3.6 Changing your payment method

You can replace your Payment Mandate from your account at any time by registering a new one. The new mandate applies from the next Charge Date after it is registered.

Part 4 — When you are charged

4.1 Charge Date

Each Delivery is charged when it is scheduled for preparation, which is **[TO BE CONFIRMED BY MANAGEMENT]** before its delivery date, subject to the pre-debit notice described in paragraph 3.4. You can see the Charge Date and amount for each upcoming Delivery in your account.

4.2 Price locked at sign-up

The price per Delivery is the price shown when you subscribed. It does not change unless we give you notice under Part 8.

4.3 What you are charged

Each charge covers one Delivery: the Plan price per Delivery, including applicable taxes and the delivery charge shown in the Plan. No other amount is added without your specific consent.

4.4 Invoices

A tax invoice is issued for each Delivery and is available in your account.

Part 5 — If a payment fails

5.1 Retry and notice

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If a charge for a Delivery fails (for example, because of insufficient funds, an expired card, a bank decline or an opt-out), we will tell you immediately by message and in your account, and will retry the charge up to **[TO BE CONFIRMED BY MANAGEMENT]** times.

5.2 The affected Delivery

While a charge remains unpaid, the affected Delivery is **[TO BE CONFIRMED BY MANAGEMENT — held and not dispatched until payment succeeds, or skipped without charge]**. We will not deliver and then pursue you for payment outside your Payment Mandate. If the payment later succeeds in time for the Delivery to be prepared, the Delivery goes ahead as scheduled; if not, it is skipped and nothing is charged for it.

5.3 Grace Period

If the charge still fails after the retries, your Subscription enters a **Grace Period of [TO BE CONFIRMED BY MANAGEMENT] days**. We will tell you the date the Grace Period ends. During the Grace Period you can update your payment method or resolve the problem with your bank. If a charge succeeds during the Grace Period, your Subscription returns to normal automatically.

5.4 Suspension

If the Grace Period ends without a successful payment, your Subscription is **suspended**: no further Deliveries are prepared or charged. We will tell you when this happens. Nothing is delivered unpaid, and no charge is made while the Subscription is suspended.

5.5 Reactivation

You can reactivate a suspended Subscription from your account by registering a working Payment Mandate. Deliveries resume from the next available delivery date. If you do not wish to continue, you can cancel instead.

5.6 No penalty

We do not charge any late fee, penalty or interest for a failed subscription payment.

Part 6 — Skip, pause, resume and change

6.1 Skip a Delivery

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You can skip any individual Delivery from your account **before its Cut-off Time**. A skipped Delivery is not charged; if it has already been charged, the charge is refunded in full under the Refund Policy.

6.2 Pause

You can pause your Subscription for a period (for example, while you are travelling), with or without an end date, **before the Cut-off Time of the first Delivery you want to pause**. Paused Deliveries are not prepared or charged.

6.3 Resume

You can resume a paused Subscription at any time from your account. Deliveries resume from the next delivery date that is still before its Cut-off Time.

6.4 Change delivery details

You can change the delivery address (within the serviceable area), slot or recipient details for future Deliveries from your account, before the Cut-off Time of the first Delivery to which the change should apply. Changes to the Plan or delivery weekdays may be made **[TO BE CONFIRMED BY MANAGEMENT — in the existing Subscription, or by cancelling and starting a new Subscription]**; if a change needs a new Subscription, we will tell you and there is no charge for cancelling the old one.

6.5 After the Cut-off Time

After a Delivery's Cut-off Time, that Delivery can no longer be skipped, paused or changed free of charge. If you ask us to cancel it, the Cancellation Policy applies to that Delivery (including any charge by preparation stage).

Part 7 — Cancelling your Subscription

7.1 Cancel at any time, easily

You can cancel your Subscription **at any time, from your account, in a few steps** — the same channel you used to subscribe. You do not need to call us or give a reason (although you may choose to tell us why). We will not use confusing wording, repeated prompts or hidden options to discourage you from cancelling.

7.2 Effect of cancellation

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When you cancel:

1. all future Deliveries that have **not yet been charged** are cancelled and will never be charged;
2. Deliveries that **have been charged but are still before their Cut-off Time** are, at your choice during cancellation, either delivered as scheduled or cancelled with a full refund;
3. Deliveries that are **past their Cut-off Time** are delivered as scheduled unless you ask us to cancel them, in which case the Cancellation Policy applies; and
4. we stop requesting charges under your Payment Mandate. You may also withdraw the mandate with your issuer, bank or UPI app.

We confirm the cancellation to you by message, showing any Deliveries still to come and any refund due.

7.3 No cancellation fee

There is no fee for cancelling a Subscription.

Part 8 — Price and plan changes

8.1 Price changes

We may change the price of a Plan for existing subscribers only by giving you at least **[TO BE CONFIRMED BY MANAGEMENT]** notice by message and email before the first Delivery at the new price. The notice will state the new price and the date from which it applies. If you do not wish to continue at the new price, you can cancel before that date at no cost, and no Delivery will be charged at the new price unless you have continued after the notice period.

8.2 Mandate limits

If a new price would exceed the maximum amount per charge you set in your Payment Mandate, or requires additional authentication under RBI rules, you will need to authorise the new amount before Deliveries at the new price can be charged. Until you do, the Delivery is treated under Part 5.

8.3 Plan changes and withdrawal

We may change the composition of a Plan in a way that does not reduce its value or quality without notice. We may withdraw a Plan, or stop delivering to an area, by giving you at least **[TO BE CONFIRMED BY MANAGEMENT]**

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notice. If we do, your Subscription ends on the date stated, and any amount already collected for Deliveries after that date is refunded in full.

Part 9 — Delivery and quality

9.1 Each Delivery is a normal delivery

Each Delivery is prepared and delivered in the same way as a one-off order, under the Delivery / Shipping Policy, including delivery slots, proof of delivery and same-day reattempts.

9.2 Missed, late or unsatisfactory Deliveries

If a Delivery is missed, late, damaged, wilted or not as described, the Replacement Policy applies. Remedies include an extra Delivery at no charge (which does not use up one of your scheduled Deliveries), a refund of that Delivery, or Daily Flowers Credit if you choose it.

9.3 Failed delivery because of the recipient or address

If a Delivery fails because the recipient is unavailable or the address details are wrong, the Delivery / Shipping Policy explains what applies. If Deliveries repeatedly fail for these reasons, we may contact you and, if the problem continues, pause your Subscription until you confirm updated details.

9.4 Service credits for our failures

If we fail to make **[TO BE CONFIRMED BY MANAGEMENT]** or more Deliveries in a row, or in any calendar month, for reasons within our control, you may cancel your Subscription immediately and, in addition to the remedies above, receive **[TO BE CONFIRMED BY MANAGEMENT — service credit or goodwill remedy]**.

Part 10 — Duration, renewal and expiry

10.1 Continuing subscription

Your Subscription continues until it is cancelled by you, ended by us under Part 11, or the Payment Mandate reaches the end of its validity period.

10.2 Mandate expiry and card replacement

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Before your Payment Mandate reaches the end of its validity period, we will remind you and ask you to renew or replace it. If your card is reissued, your issuer may carry the existing mandate across to the new card, as RBI rules permit; otherwise you will need to register a new mandate. If a mandate expires without renewal, the next charge will fail and Part 5 applies.

10.3 Offers and free trials

If we ever offer a free or discounted introductory period, we will tell you clearly at sign-up when it ends and what you will pay afterwards, and we will remind you before the first full-price charge. A free period will never be converted into a paid Subscription without that notice.

Part 11 — Ending or suspending a Subscription by us

11.1 When we may end or suspend

We may suspend or end your Subscription:

1. under Part 5 (payment failure);
2. if your delivery address ceases to be in our serviceable area and you do not provide another serviceable address;
3. if a Plan is withdrawn under Part 8;
4. if you seriously or repeatedly breach the Customer Terms & Conditions — for example, fraud, abuse of delivery staff, or repeated fraudulent complaints — after giving you notice and an opportunity to respond, save where immediate action is necessary to protect people or prevent fraud; or
5. if we cease to offer subscriptions, with at least **[TO BE CONFIRMED BY MANAGEMENT]** notice.

11.2 What happens

If we end your Subscription for a reason that is not your fault, any amount collected for Deliveries after the end date is refunded in full. In every case, we confirm the end date to you in writing and stop requesting charges.

Part 12 — Liability

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Our responsibility for each Delivery is as set out in the Customer Terms & Conditions and the policies referred to above, subject to applicable law. Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded or limited, including under the Consumer Protection Act, 2019.

Part 13 — Communications and your data

We send subscription messages — sign-up confirmation, upcoming Delivery and Charge Date reminders, charge confirmations, failed-payment notices, Grace Period and suspension notices, and changes to these Terms or your Plan — by WhatsApp, SMS or email. These messages are part of the service and are not marketing. How we use your personal data, including your Payment Mandate reference and delivery details, is described in our Privacy Policy, which is issued in accordance with the Digital Personal Data Protection Act, 2023.

Part 14 — Help, complaints, law and changes

14.1 Help

Write to support@dailyflowersai.com or use the help option in your account.

14.2 Grievance Officer

If you are not satisfied, contact our Grievance Officer: **[NAME / DESIGNATION / CONTACT — TO BE CONFIRMED]**. Grievances are acknowledged within forty-eight hours and resolved within one month. See the Daily Flowers Grievance Redressal Policy. For complaints about a recurring charge, you may also use your bank's or card issuer's dispute mechanism.

14.3 Governing law and disputes

These Terms are governed by the laws of India. Disputes are resolved as set out in the Customer Terms & Conditions **[TO BE CONFIRMED — e.g. courts or arbitration seated at Bengaluru]**, without affecting your right to approach a Consumer Commission under the Consumer Protection Act, 2019.

14.4 Changes to these Terms

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We may change these Terms by giving you at least **[TO BE CONFIRMED BY MANAGEMENT]** notice of any change that is to your disadvantage. You may cancel before the change takes effect. Changes that are to your advantage, or required by law, may take effect immediately.

Schedule — Values to be confirmed by management

Item	Paragraph	Value
Time before delivery date at which each Delivery is charged	4.1	[TO BE CONFIRMED BY MANAGEMENT] (OD-007)
Number of payment retries	5.1	[TO BE CONFIRMED BY MANAGEMENT]
Treatment of the Delivery whose payment fails	5.2	[TO BE CONFIRMED BY MANAGEMENT] (OD-027)
Grace Period (days)	5.3	[TO BE CONFIRMED BY MANAGEMENT] (OD-074)
Whether Plan / weekday changes are made in-subscription	6.4	[TO BE CONFIRMED BY MANAGEMENT]
Notice before a price change	8.1	[TO BE CONFIRMED BY MANAGEMENT]
Notice before a Plan is withdrawn or an area discontinued	8.3	[TO BE CONFIRMED BY MANAGEMENT]
Service-failure threshold and remedy	9.4	[TO BE CONFIRMED BY MANAGEMENT]
Notice before discontinuing subscriptions	11.1(5)	[TO BE CONFIRMED BY MANAGEMENT]

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Notice before disadvantageous changes to these Terms	14.4	[TO BE CONFIRMED BY MANAGEMENT]
Dispute-resolution forum / seat	14.3	[TO BE CONFIRMED — e.g. arbitration seated at Bengaluru]

Annexure — Legal basis and review notes

A. Laws and instruments relied on

Instrument	Year	Provision	Relevance
RBI — Digital Payments – E-mandate Framework, 2026 (RBI/DPSS/2026-27/396; CO.DPSS.POLC.No.S56/02.14.003/2026-27, 21 April 2026)	2026	Para 4 (registration with AFA; validity; modify/withdraw at any time); para 5 (first transaction AFA); para 6 (pre-debit notification at least 24 hours before; opt-out); para 7 (post-debit notification); para 8 (Rs. 15,000 AFA-free limit; Rs. 1,00,000 for specified categories); para 9 (dispute redressal; customer liability); para 10 (no charge to customer; mapping to reissued cards; acquirer to ensure merchant compliance); para 11 (repeal of 2019–2024 circulars)	Payment Mandate and charging

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RBI Master Direction on Regulation of Payment Aggregators	2025	Para 10(f) (refunds to original method)	Refunds of subscription charges
RBI — Card-on-File Tokenisation (circular of 7 September 2021 and related instructions)	2021	Restriction on storage of actual card data by merchants	Saved cards for recurring charges
Consumer Protection (E-Commerce) Rules (G.S.R. 462(E))	2020	Rule 4(5) (grievance timelines); Rule 4(8) (cancellation charges); Rule 4(9) (explicit consent, no pre-ticked boxes); Rule 4(10) (refunds); Rule 7(1)(c) / 5(3)(d) (procedure to cancel regular payments; charge-back options)	Sign-up consent; cancellation of regular payments
Guidelines for Prevention and Regulation of Dark Patterns (F. No. CCPA-1/1/2023-CCPA-(Reg))	2023	Clause 4; Annexure 1 — subscription trap, SaaS billing, trick wording, confirm shaming, nagging, drip pricing	Cancellation journey; trial conversion; price disclosure
Consumer Protection Act	2019	s.2(46) (unfair contract — unilateral termination, unreasonable charges); s.2(47)	Price-change and termination terms
Information Technology Act	2000	s.10A	Electronic formation of the Subscription
Digital Personal Data Protection Act	2023	Notice; purpose limitation	Mandate reference and delivery data

B. Open review points

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1. **Pre-debit timing** (regulatory requirement): confirm with the payment aggregator that each charge is presented so the issuer's 24-hour pre-debit notice is honoured, and set the Charge Date (paragraph 4.1) accordingly.
2. **Payment-failure behaviour** (business decisions OD-027, OD-074): confirm hold vs skip, retry count and Grace Period.
3. **Cancellation default** (regulatory requirement): confirm paragraph 7.2(2) default.
4. **Price changes** (legal requirement / recommended protection): confirm notice period and whether active re-consent is required.
5. **Prepaid or minimum-term plans** (business decision OD-012, OD-068): not covered; amend before launch.
6. **Service-failure remedy** (business decision): confirm paragraph 9.4 or delete it.
7. **Dispute resolution** (open question): align with the Customer Terms & Conditions.
8. **UPI Autopay** (business assumption): the Platform currently registers card mandates; confirm which recurring-payment methods will be offered at launch.

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