

## TERMS OF USE

This document is an electronic record in terms of the Information Technology Act, 2000 and the rules made there under as applicable and various other statutes. This electronic record is generated by a computer system.

USE OF THIS TUPPERWARE MOBILE APPLICATION (“**APP**”) CONSTITUTES ACCEPTANCE OF THESE TERMS OF USE (“**TERMS**”), WHICH MAY BE REVISED BY TUPPERWARE FROM TIME TO TIME, AND IS A BINDING AGREEMENT BETWEEN THE USER (“**USER**”) AND TUPPERWARE INDIA PVT. LTD., ITS PARENT COMPANY, SUBSIDIARIES AND AFFILIATED COMPANIES (“**TUPPERWARE**”) GOVERNING THE USE OF THE APP. BY DOWNLOADING, INSTALLING OR USING THE APP THE USER REPRESENTS AND WARRANTS TO TUPPERWARE THAT HE/SHE HAS READ AND CONSIDERED THESE TERMS AND ACCEPTS THE TERMS. IF THE USER DOES NOT AGREE TO THESE TERMS, THE USER SHOULD CANCEL THE INSTALLATION PROCESS OR UNINSTALL THE APP IMMEDIATELY.

### 1. Eligibility

By downloading or installing the App, the User represents that the user is either (a) aged eighteen (18) years or older; or (b) is under the age of eighteen (18) years, but has reviewed these Terms with User’s parent or guardian such that the User and User’s parent or guardian both understand and accept these Terms and Tupperware’s Privacy Policy.

### 2. Policies

- 2.1. These Terms supplement and incorporate the Tupperware Privacy Policy, posted at <http://www.tupperwareindia.com/privacy-pledge> (“**Tupperware Privacy Policy**”).
- 2.2. If any of the provisions of the Tupperware Policy conflict with these Terms, these Terms of Use shall prevail, solely to the extent such terms apply to the App.

### 3. Licence

- 3.1. Tupperware hereby grants User a personal, non-exclusive, non-transferable, limited and revocable licence (“**Licence**”) to:
  - 3.1.1. use the App;
  - 3.1.2. access the Tupperware goods and services available via the App (“**Services**”);
  - 3.1.3. access the Tupperware mobile sites and websites available via the App (“**Sites**”) and
  - 3.1.4. access the content available on or via the App (“**Content**”), subject to the terms of the Licence.
- 3.2. This Licence also governs any updates to, or supplements or replacements for, the App unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply.

### 4. Scope of Licence

- 4.1. This Licence permits User to use the App on a single smartphone or mobile device which is under User’s personal control, for the sole purpose of performing the functions of the App and accessing the Content and Services for User’s personal and or commercial use subject to these Terms (“**Permitted Use**”).
- 4.2. User shall not:

- 4.2.1. use or copy the App, Services, or Content other than as permitted by the Terms, or use the App, Services, or Content for any purpose other than the Permitted Use, or in any manner for which it was not intended;
  - 4.2.2. modify, adapt, merge, translate, decompile, disassemble, or reverse engineer the App, Services, or Content except only to the extent that the applicable law provides that such cannot be prohibited;
  - 4.2.3. transfer the App or Content to any third party or grant any third party any access to the App or Content or permit any person the right to use the App or Content;
  - 4.2.4. reproduce, modify, adapt, translate, publish, display, communicate, transmit, broadcast, podcast, webcast, distribute, sell, trade or exploit the App, Services, or Content for any commercial or other purpose without the prior written consent of Tupperware; or
  - 4.2.5. use, sell, assign, rent, sub-license, loan, mortgage, charge or otherwise deal in any way in the App, Services, or Content or any interest in them or under the Terms except as expressly provided in these Terms.
- 4.3. User understands and accepts that the Terms are strictly personal to User, and the App, Services and Content are not intended, designed or permitted to be used, accessed or exploited by User for any commercial purpose. Without prejudice to the generality of this clause 4, any User who is authorised by any written Agreement with Tupperware to sell or distribute any of Tupperware's goods may utilise this App in the course of such sale or distribution of Tupperware's goods.

## 5. Term

- 5.1. This Licence shall continue unless and until terminated in accordance with these Terms.
- 5.2. This Licence shall terminate automatically if User fails to abide by any of these Terms or uses the App, Services or Content outside the scope of Permitted Use.
- 5.3. Tupperware has the right in its sole and absolute discretion and without notice to restrict, suspend, or terminate this Licence and/or User's access to all or any part of the App, Services or Content, without assigning any reason.
- 5.4. Upon termination of this Licence, User shall uninstall the App and shall erase all copies of the App under User's control or ownership and stored on any medium.

## 6. Data Use & Privacy

- 6.1. Some functionality of the App may require the transmission of information provided by the User including user names and passwords, mobile numbers, addresses, e-mail addresses, financial information (such as credit card numbers) or GPS location ("**User Information**").
- 6.2. Please do not submit any personal information or data without first reading the Tupperware Privacy Policy which explains Tupperware's data use and privacy practices in detail. If the User uses such App functionality, the User shall be deemed to have consented to the transmission of User Information to Tupperware, its agents and/or service providers and authorizes Tupperware, its agents and/or service providers to record, process and store such User Information as necessary for the App functionality and for purposes described in the Tupperware Privacy Policy.
- 6.3. All information which User provides in connection with the App, Services or these Terms shall be current, true, accurate, supportable and complete. User shall promptly notify Tupperware in writing of any changes to such information.
- 6.4. The User is solely responsible for maintenance of the confidentiality and security of any User Information transmitted from or stored on a device for purposes of the App, for all transactions and other activities undertaken in the User's name, whether authorized or unauthorized. The User agrees to immediately notify Tupperware of any unauthorized

transactions associated with the App or any other breach of security. To the extent possible under the law, Tupperware shall not be responsible for any losses arising out of the loss or theft of User Information transmitted from or stored on a device or from unauthorized or fraudulent transactions associated with the App.

- 6.5. As servers may be located in other jurisdictions your personal data and User Information may be transferred to, stored, used and processed in a jurisdiction other than India. You understand and consent to the transfer of personal data outside India.

## **7. Provision of App, Services, & Content**

- 7.1. Tupperware reserves the right to change, modify, suspend or discontinue the whole or any portion of the App, Services, or Content at any time. Tupperware may also impose limits on certain features or restrict User's access to part(s) or the entire App, Services, or Content without notice or liability.
- 7.2. Tupperware does not guarantee that the App, Services, or Content will be available at all times or at any given time.
- 7.3. From time to time Tupperware may run competitions, promotions and surveys via the App and Services, which may be subject to additional terms and conditions which you shall be notified of. By choosing to participate in such competitions, promotions or surveys, you shall be deemed to have accepted such additional terms and conditions and to have agreed to be bound under such additional terms and conditions.
- 7.4. The App work best with a minimum system requirement of:
- Android <version 4.4.4>
  - iOS <version 10.1.1>

## **8. Information handling**

- 8.1. All of Tupperware's rights and obligations under our Privacy Policy are freely assignable by to any of its affiliates, in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and Tupperware may transfer the User's information to any of its affiliates, successor entities, or new owner.
- 8.2. Tupperware may collect, use, preserve, and share the User's information if Tupperware has a good-faith belief that it is reasonably necessary to: (a) respond pursuant to applicable law or regulations, to legal process, or to government requests; (b) enforce our Terms and any other applicable terms and policies, including for investigations of potential violations; (c) detect, investigate, prevent, and address fraud and other illegal activity, security, or technical issues; or (d) protect the rights, property, and safety of our Users, its affiliates or others.
- 8.3. User agrees to Tupperware's information practices, including the collection, storage, use, processing and sharing of the User information as described in this Privacy Policy, as well as the transfer and processing of the information to any other countries globally where we have or use facilities, service providers, or partners, regardless of where the User uses the APP. You acknowledge that the laws, regulations, and standards of the country in which your information is stored or processed may be different from those of your own country.

## **9. Electronic Communications**

- 9.1. When User use the App or avail the App services or send any data, information or communication to Tupperware, User agrees and understands that User is communicating with Tupperware through electronic media/ records and User consents to receive communications via electronic records from Tupperware periodically and as and when required. Tupperware will communicate with User by email or any push or other message or electronic records on the email address and or mobile number available with Tupperware or

made available to Tupperware through a partner which will be deemed adequate service of notice / electronic record.

- 9.2. User acknowledges that specific consent to Tupperware or our respective affiliates and partners contacting User using the contact information User has provided to us at any time during your association with us for any purpose including the following purposes:
  - To obtain feedback regarding the App;
  - To contact User for offering new products or services, whether offered by Tupperware, or our respective affiliates or partners.
- 9.3 User acknowledge and agree that User may be contacted for the above purposes, using any of the contact details provided by User, including via emails, text messages or phone calls.
- 9.4 In the event User have indicated any 'do not disturb' preferences to his telecom service provider, and registered himself on the national customer preference register / 'do not disturb' or similar list, We request User to ensure that User registered preferences allow for communications to be sent to User in accordance with the above provisions.

## **10. Warranties and Remedies**

- 10.1. Tupperware makes no warranty that the App, Services, or Content will meet User's requirements, be free from errors, viruses, malware or spyware, or that the operation of the App, Services or Content will be uninterrupted or error-free or that all errors in the App, Services or Content can be corrected.
- 10.2. User installs and/or uses the App and accesses the Services and Content at User's own risk and in no event will Tupperware be liable for any loss or damage of any kind, including direct or indirect losses, lost profits or other consequential loss arising from the use of or inability to use the App, Services or Content or from errors, deficiencies, viruses, malware or spyware in it or from any problem caused by the App, Services or Content to any computer system, smartphone or mobile device, subject to any applicable restrictions imposed by law on such exclusion of liability.
- 10.3. The data and information made available on or through the App, Services and Content are of a general nature and do not purport, and shall not in any way be deemed, to constitute an offer or provision of any professional or expert advice. User should at all times consult a qualified expert or professional adviser to obtain advice and independent verification of the information and data contained herein before acting on it.
- 10.4. User agrees that the above exclusions and limitations of liability enable the App, Services and Content to be provided by Tupperware at either reasonable costs or no costs to User.
- 10.5. All queries, complaints or claims in respect of the App, Services or Content, including any issue relating to technical difficulties, support and maintenance, product liability, or non-compliance with consumer protection or other laws or regulations, shall be directed to and handled by Tupperware. If User has any queries or complaints or believes he/she has any claims against Tupperware in respect of the App, Services, or Content, please contact Tupperware at:

Tupperware India pvt. Ltd.  
1A, Udyog Vihar, sector 18,  
Gurgaon  
122001  
Phone- +91 124 4322222

## **11. Intellectual Property**

- 11.1. The copyright, patents, trade marks, registered designs and all intellectual property rights in the App, Services and Content including without limitation the copyright in the App and

Content, shall vest in and remain with Tupperware, and Tupperware reserves and retains all rights in the App, Services and Content.

11.2. The trademarks, logos and service marks ("**Marks**") displayed on the App, Services and Content are the property of Tupperware, and all rights to the Marks are expressly reserved by Tupperware. User is not permitted to use any Marks without the prior written consent of Tupperware. Tupperware and its group companies aggressively enforce their intellectual property rights to the fullest extent of the law. The name of Tupperware or any other Marks may not be used in any way, including in any advertising or publicity, or as a hyperlink without prior written permission of Tupperware.

## **12. Third party linked sites, content & materials**

Tupperware may provide links to third party sites that may be of relevance and interest to Users. Tupperware has no control over, and is not responsible for the content on such sites or for any damage a User may incur from such sites (including any virus, spyware, malware, worms, errors or damaging material contained in such sites) or the availability of any content on such sites, and User hereby irrevocably waives any claim against Tupperware with respect to such sites.

## **13. Data Charges**

The App can be downloaded free-of-charge. The Content is also free. However, User may incur data charges from the service provider when downloading the App or Content.

## **14. Notification of Infringement**

14.1. Tupperware reserves the sole right to investigate notices of copyright, trademark and other intellectual property infringement ("**Infringement**") in respect of the App, Services and Content ("**Infringing Material**") and take appropriate action including any defence, settlement and/or discharge of such Infringement claim. If User believes that Infringement is occurring on the App, Services or Content, please notify Tupperware in writing immediately ("**Infringement Notice**").

14.2. All Infringement Notices shall be sent to Tupperware addressed as follows:

Tupperware India pvt. Ltd.  
1A, Udyog Vihar, sector 18,  
Gurgaon  
122001  
Phone- +91 124 4322222

14.3. Tupperware will duly consider all Infringement Notices submitted in the above manner. In return, User agrees not to take any legal action or exercise any legal remedy User may have against Tupperware in respect of any Infringing Material, unless User has first given Tupperware the Infringement Notice and sufficient opportunity to remove the Infringing Material, and thereafter Tupperware refuses or fails to remove the Infringing Material within a reasonable time. Where Tupperware removes the Infringing Material in response to User's Infringement Notice, User agrees not to exercise and hereby waives any right of action against Tupperware under applicable law which User may have in respect of any Infringing Material prior to such removal by Tupperware.

## **15. Jurisdictional Issues**

Tupperware makes no representation that the App, Services and Content are appropriate or available for use in all locations. Those who choose to install or access the App, Services and Content from any other location do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## **16. Indemnity**

User agrees to indemnify and hold Tupperware and its subsidiaries, affiliates, 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:

- 16.1. any installation, access and use of the App, Services and/or Content;
- 16.2. User's breach of any terms and conditions of the Terms;
- 16.3. User's violation of any rights of another person or entity; or
- 16.4. User's breach of any statutory requirement, duty or law.

## **17. Severability**

If any provision of these Terms 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 shall continue in force save that such provision shall be deemed to be deleted.

## **18. Relationship of Parties**

Nothing in these Terms shall constitute or be deemed to constitute an agency, partnership or joint venture between Tupperware and User and neither party shall have any authority to bind the other in any way.

## **19. Waiver**

- 19.1. No waiver of any rights or remedies by Tupperware shall be effective unless made in writing and signed by an authorised representative of Tupperware.
- 19.2. A failure by Tupperware to exercise or enforce any rights conferred upon it by these Terms 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.

## **20. Rights of Third Parties**

A person or entity who is not a party to these Terms shall have no right to enforce any term of these Terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. Notwithstanding the foregoing, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of these Terms.

## **21. Force Majeure**

- 21.1. No party shall be liable for any failure to perform its obligations under these Terms 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.
- 21.2. For purposes of these Terms, a "**Force Majeure Event**" is an event which is a circumstance or event beyond the reasonable control of a party which affects the general public in that party's country or in the territory, and which results in the party being unable to observe or perform on time an obligation under these Terms. Such circumstance or event shall include industrial action or labour disputes, civil unrest, war or threat of war, criminal or terrorist acts, government action or regulation, telecommunication or utility failures, power outages, fire, explosion, natural physical disasters, epidemic, quarantine restrictions, and general failure of public transport.

## **22. Governing Law & Jurisdiction**

22.1. These Terms and all matters relating to User's access to, or use of, the App, Content and the Services shall be governed by and construed in accordance with the laws of India without giving effect to any principles of conflicts of law.

22.2. The User irrevocably consents to the exclusive jurisdiction of the courts of New Delhi (India) for purposes of any legal action arising out of or related to the use of the App or these Terms.

### **23. Changes**

Tupperware reserves the right to change or modify these Terms or Tupperware Privacy Policy related to use of the App at any time and at its sole discretion by posting revisions at (<http://www.tupperwareindia.com/privacy-pledge> ). Continued use of the App following the posting of these changes or modifications will constitute acceptance of such changes or modifications.

### **24. Contact Tupperware**

24.1. Any questions, complaints or claims regarding the App should be directed to:

Tupperware India pvt. Ltd.  
1A, Udyog Vihar, sector 18,  
Gurgaon  
122001  
Phone- +91 124 4322222