PREADY Partner Agreement

Version 1.1 · effective on the date you accept it in PREADY OS

Changes from version 1.0: GorAI Menu, PREADY's AI menu reading, and the AI provider that reads the menus you upload (section 5.7); a cooking time for every dish (section 5.8); one kitchen start for the whole order, and Kitchen Mode's timers (sections 7.1 and 7.2); and what you receive when a guest cancels after the kitchen starts (section 8.4).

This agreement is between **CIVVARIONE TECHNOLOGIES PRIVATE LIMITED** (CIN U62090TS2025PTC208659, GSTIN 36AANCC3891P1ZS), registered office 2-41/13/PMR/2F, Melkios Pride, 2nd Floor, Madhapur, Shaikpet, Hyderabad, Telangana 500081, India, which runs PREADY (**"PREADY"**, "we", "us"), and the business named in your PREADY partner application (**"the Restaurant"**, "you").

You accept it by ticking the acceptance box in PREADY OS. We record the version you accepted, its SHA-256 fingerprint, the time, your IP address and your device's user agent. During onboarding you also upload a signed copy. The person who accepts confirms they are authorised to bind the Restaurant.

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1. Words used in this agreement

- **PREADY app**: the app customers use to find restaurants, book a table and pre-order.
- **PREADY OS**: the system your staff use to run bookings, the kitchen and your settings.
- **Guest**: a customer who books at your restaurant through PREADY, or whose booking your staff record in PREADY OS.
- **Booking**: a table reservation, with any pre-ordered dishes. A **group booking** is a booking for a party at or above the size you set for group requests.
- **Policies**: PREADY's Terms of Service, Privacy Policy and cancellation and refund policy, published on legal.pready.in.

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2. Who does what

1. PREADY provides the platform: the PREADY app, PREADY OS, handling of guests' payments through our payment gateway, and refunds under the Policies.
2. You sell the food and the dine-in service to the guest. You are responsible for the food, its safety, hygiene and quality, your licences, your staff and the service at the table.
3. You and PREADY are independent businesses. Nothing in this agreement makes either of us the other's partner in law, agent or employee.

3. Joining PREADY

1. You apply in PREADY OS and give us accurate details: your business and owner details, PAN, GST registration where the law requires it, FSSAI licence, bank account, menu, tables, hours and photos. A PREADY admin checks them by hand. We aim to do this within 24 hours, but this isn't a promise.
2. Approving a listing is at PREADY's discretion. At a minimum you need: a valid FSSAI licence; GST registration where the law requires it; a bank account in the business's or the owner's name; accurate details; and this agreement accepted.
3. Before we approve your listing you must name a grievance contact (a name and an email or phone) for guests' complaints. By default it is the Owner.
4. When we approve, we send a single-use onboarding key. Entering it in PREADY OS makes your restaurant live.
5. You keep your details up to date in PREADY OS, and tell us promptly when anything important changes (ownership, address, GST status, licence, bank account).
6. We keep your KYC documents in private storage and encrypt your PAN and bank account number. Full numbers are only shown to a PREADY admin, and every such view is recorded. See our Privacy Policy.

4. Your PREADY OS accounts

1. Your Owner/Admin adds staff in PREADY OS and chooses their role (Owner/Admin, Manager, Floor, Kitchen). Each role can do only what PREADY OS allows it to.
2. You are responsible for what your staff do in PREADY OS. Keep sign-in details private and remove people who leave.
3. If the last Owner/Admin of a live restaurant asks to delete their account, we treat it as notice to end this agreement under section 13.

5. Your listing and your menu

1. You keep your menu, prices, veg/non-veg marks, dish availability, hours and tables accurate. You give guests allergen information when they ask.
2. **Prices are final and include all taxes.** You honour the price shown when the guest booked, and you add no charge (service charge or anything else) to dishes the guest pre-ordered.
3. Guests see your legal name, address and customer-care contact on your restaurant page and on their receipts, and your GSTIN once that is required.
4. You give PREADY a non-exclusive, royalty-free licence to show and promote your name, logo, photos and menu, in the PREADY app, on Discover banners and in PREADY's own promotion, while you are

listed. You confirm you hold the rights to this content and have the consent of anyone identifiable in your photos.

5. No restaurant pays PREADY for its place in a list. How restaurants are ordered is explained in our Terms of Service.
6. PREADY may remove content that is unlawful, misleading or breaks the Policies, and will tell you why.
7. **GorAI Menu.** You may choose to upload photos or a PDF of your printed menu, and PREADY's GorAI Menu reads it into draft dishes. To do that, PREADY sends the menu pages to its AI provider, Anthropic, PBC (United States), which reads them and returns the text; PREADY removes the location and camera details from photos first. Anthropic processes the pages for PREADY only, to provide this service, and under its commercial terms doesn't use them to train its models. The draft dishes are suggestions: you check, correct and approve every dish before you publish it, nothing is added to your menu until you do, and you remain responsible for your menu under 5.1 and 5.2. Upload only menu pages, not documents with anyone's personal data. Using GorAI Menu is optional: you can always add dishes by hand, and PREADY may switch GorAI Menu off at any time.
8. **Cooking times.** Every dish needs a cooking time, from 3 to 120 minutes: how long your kitchen takes to cook it once it starts. GorAI may suggest one from the dish's name, menu section and description, which PREADY sends to Anthropic for that, as in 5.7; no guest data goes with it. A suggestion is only a suggestion: you confirm or change it, and you keep each time honest. When a guest pays, the cooking times shown then apply to that booking.

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6. Bookings

6.1 How guests book

1. At launch every PREADY restaurant uses **Mandatory Pre-order**: the guest chooses dishes and pays in full in the app when booking. A booking not paid within 5 minutes is released.
2. PREADY decides which tables are free from your tables and hours. You keep them accurate so guests aren't booked into tables you don't have.

6.2 Group bookings

1. If you take group bookings, you set the party size they start at, the largest party you take and the notice you need.
2. You answer a group request within 24 hours, or by 6 hours before the booking if that is sooner. If you don't, it lapses and nothing is charged. Once you accept, the guest pays within 24 hours, or by 3 hours before the booking.
3. Once paid, a group booking follows the same rules as any booking. You may change a paid group booking's time in PREADY OS if you have space.

6.3 Bookings your staff take by phone

1. Your staff may record bookings taken by phone. These don't create a PREADY account for the guest and don't appear in the PREADY app.
2. You confirm you have the guest's permission to give us their name and number, and that they are accurate. PREADY erases the number 30 days after the booking is over.

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7. Preparing the food, arrival and no-shows

1. **When the kitchen may start.** Your staff may press "Start preparing" no earlier than your preparation time before the booked time (at most 60 minutes), or when a guest sharing their arrival is about 15 minutes away, whichever is earlier. Pressing it asks the guest first: PREADY OS shows a 3-minute countdown, and the kitchen starts when the guest answers "Yes, I'm coming" or the 3 minutes end without an answer. If the guest changes their plans or reschedules, nothing starts. PREADY OS enforces this. The start applies to every dish in the order at once, and Kitchen Mode then shows each dish's timer, from its cooking time.
2. **Keep Kitchen Mode current.** Mark each dish Ready when it is cooked, and not before. If a dish needs more time, add minutes in Kitchen Mode; added minutes never change a guest's refund. What a guest gets back after the start depends on how long each dish has been cooking and on when you marked it ready (8.4).
3. **Arrival.** You seat the guest, or mark them present ("Guest is here") in PREADY OS, when they arrive. The guest's own "I've arrived" tap only informs you.
4. **No-shows.** A booking not seated or marked present 20 minutes after its time becomes a no-show automatically, and the guest's payment isn't refunded. You can't change the 20 minutes. You must not cancel a late guest's booking before then.

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8. Money

8.1 What the guest pays

The guest pays the menu price of the dishes they pre-ordered, and nothing else. PREADY adds no booking or convenience fee.

8.2 How the money reaches you

1. Guests pay through Cashfree Payments India Private Limited, PREADY's payment gateway. PREADY does not collect guests' money into its own bank account to pass it on to you.
2. Before PREADY OS takes any paid booking for your restaurant, PREADY will tell you in writing how your share of each booking reaches your bank account named in PREADY OS (for example, settled to you directly by Cashfree), and anything you need to set up for it. Until then, your restaurant takes no paid bookings through PREADY.

8.3 When you are paid

The amount for a booking can only be released once its outcome is final: the visit is completed, the booking is cancelled, or it becomes a no-show. When PREADY tells you how you are paid (8.2), it will also tell you how soon after that you receive the money. PREADY OS shows each booking's payment and refund status.

8.4 What you receive for each booking

1. **Completed visit:** the full price of the booking's dishes, less any part refunded. If the guest paid part with loyalty points, PREADY pays you that part (8.6).
2. **Guest cancels:** the part of each dish's price that isn't refunded to the guest. Once the kitchen has started, the guest gets back 75% of a dish's price if they cancel within 5 minutes of the start, 50% within 15 minutes, and nothing after that, or for a dish you marked ready at least its cooking time after the start; you receive the rest. If the guest cancels before the kitchen starts, everything is refunded and you receive nothing.
3. **No-show, or guest cancels at or after the booked time:** the whole amount the guest paid.
4. **You cancel ("the restaurant can't honour it"), or PREADY suspends your restaurant and cancels bookings:** nothing. The guest gets a full refund and their points back. Only your Owner/Admin and Managers may cancel a paid booking this way.
5. **Other cancellations that aren't the guest's fault**, such as a payment that arrived after the booking was released, or a double charge: nothing; the guest is refunded in full.
6. Refunds under the Policies are made automatically by PREADY to the guest's original payment method. You may also refund part of a payment yourself in PREADY OS (Owner/Admin and Managers), and a later cancellation then refunds only what is left.

8.5 Fees: the launch offer

1. If your restaurant goes live on PREADY within the first 3 months after PREADY's public launch, then for the **3 months after your restaurant goes live** you pay PREADY nothing: no onboarding fee (normally ₹3,999) and no commission, and PREADY pays the payment gateway's charges on your bookings itself. You receive the whole amount set out in 8.4. PREADY announces its public launch date in PREADY OS.
2. A restaurant that goes live after those first 3 months joins on the terms PREADY publishes at the time, which it accepts before going live.
3. PREADY will not start charging you anything, after the offer or at any time, without giving you at least 30 days' notice in PREADY OS and by email, and your acceptance of the new terms in PREADY OS (section 14).

8.6 Loyalty points

1. PREADY loyalty is optional and you switch it on or off in PREADY OS. Guests earn points at your restaurant and can spend them only there.
2. When a guest pays part of an order with points (10 points = ₹1, up to half of the order), **PREADY pays you the value of those points**, so you receive the same as if the guest had paid it all in cash. You don't bear the cost of the points.
3. When part of such an order is refunded, the refund is split between cash and points in proportion, as the Policies describe, and what you receive is reduced in the same proportion.
4. If you switch loyalty off, guests can still spend the points they earned at your restaurant until those points expire.
5. When a booking is cancelled through no fault of the guest, PREADY returns the points they used. They stay valid for 365 days.

8.7 Taxes and invoices

1. You are responsible for the taxes on your sales, including GST, and for your own tax filings.
2. The receipt PREADY gives the guest is a booking receipt marked "not a tax invoice". When a guest asks for a tax invoice, you issue one for their meal. PREADY passes on such requests.
3. If the law requires PREADY to collect or pay GST on your sales as an e-commerce operator, PREADY will tell you, and this section will be updated under section 14.

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9. Cancelling and changing bookings

1. Cancel a guest's paid booking only when you genuinely can't honour it, and record the reason in PREADY OS. The guest is refunded in full automatically.
2. PREADY counts restaurant cancellations. Repeated cancellations lead to a review and may lead to suspension. There is no fee per cancellation at launch.
3. If a guest asks you to cancel, record it as "guest asked to cancel". The guest's cancellation rules apply, and it doesn't count against you.
4. Guests may change their booking's time in the app (at most twice, before the kitchen starts and before the booked time), subject to your availability.

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10. Guests' personal data

1. You use guests' personal data (such as their name and the last 4 digits of their phone number) only to serve their booking.
2. You don't send marketing to guests you met through PREADY unless the guest has separately agreed to it with you.
3. You keep guests' data confidential and secure, and you let only staff who need it see it.

4. You tell PREADY at support@pready.in without delay, and within 24 hours at most, if guests' data is lost, leaked or misused at your restaurant.
5. PREADY never gives you guests' star ratings, rating comments or a permanent customer id, and never tells you who made a complaint.
6. PREADY handles personal data as its Privacy Policy describes.

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11. Your operational data

1. You can see your restaurant's operational records in PREADY OS and export them (bookings, pre-orders, payments, refunds, group requests, complaints, menu, tables, staff).
2. PREADY may use your operational data to run and improve PREADY, and may combine it with other restaurants' data in a combined or anonymised form for PREADY's own analysis and service improvement. PREADY never uses one restaurant's data to make predictions for another restaurant.
3. PREADY owns the platform and the insights it derives. Each restaurant's own data stays separate from other restaurants'.

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12. Ratings and complaints

1. Guests may rate a completed visit. Your public average is shown once you have at least 5 ratings.
2. Guests' complaints, including about food or service, go to PREADY Support, which logs a ticket and passes it to you. You reply to PREADY and work with the guest to resolve it, within **24 hours** of receiving it, so PREADY can meet its legal deadlines (acknowledging within 48 hours and resolving within one month).
3. If a guest complains to you directly about a PREADY booking, you forward it to support@pready.in so it is ticketed and tracked.

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13. Licences, food safety, suspension and ending this agreement

13.1 Licences and food safety

1. You alone are responsible for food safety, hygiene and FSSAI compliance, and for holding valid licences.
2. You keep your FSSAI licence current in PREADY OS: when you renew it, you add the new number, expiry date and licence document. PREADY reminds you before it expires.

13.2 Suspension

1. PREADY may suspend your restaurant for: an expired licence; food-safety complaints; fraud; a KYC mismatch; repeated cancellations; a legal or government order; not accepting a new version of this agreement; or another serious breach of this agreement.
2. While suspended, guests can't find your restaurant or book it, and your staff can still use PREADY OS. PREADY decides whether paid bookings already made are honoured or cancelled with a full refund to the guests. We tell you the reason, and you can reply to support@pready.in.

13.3 Ending this agreement

1. Either of us may end this agreement by giving 30 days' notice: you by writing to support@pready.in, PREADY by email to your Owner/Admin.
2. PREADY may end it straight away for a serious breach, such as fraud, a serious food-safety risk, or a legal order.
3. When it ends, your restaurant is removed from the PREADY app. Paid bookings still to come are either honoured or refunded in full. You are paid what is owed to you under section 8. You can export your data before your access ends.
4. PREADY keeps your KYC documents and this agreement for as long as the law requires after it ends.
5. Sections 8 (amounts still owed), 10, 15, 16 and 17 continue after this agreement ends.

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14. Changes to this agreement

1. PREADY may change this agreement. We give you at least 30 days' notice in PREADY OS and by email before a change takes effect, and you accept the new version in PREADY OS.
2. When the details in 8.2 and 8.3 are confirmed, PREADY may set them out in a new version of this agreement in the same way.
3. If you don't accept a new version by the date it takes effect, your restaurant keeps running under the version you accepted, but PREADY may suspend it or end this agreement under section 13. You may also end it yourself under section 13.3.

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15. Responsibility, indemnity and limits

1. You indemnify PREADY against claims, losses and penalties arising from your food, your service, your staff, the taxes on your sales, and your content.
2. PREADY runs the platform with reasonable care, but can't promise it will always be available or error-free.
3. PREADY's total liability to you under this agreement in any 12 months is limited to the fees PREADY earned from you in the previous 12 months, or **₹10,000** if PREADY earned no fees from you.
4. Neither of us is liable to the other for indirect losses, such as lost profits or lost reputation.

5. These limits don't apply where the law doesn't allow a limit, or to fraud.

16. Confidentiality

1. Each of us keeps the other's confidential information confidential: anything not public that we learn from the other because of this agreement, including PREADY's systems, terms and data, and your business information.
2. We use it only for this agreement, and share it only with our own staff and advisers who need it and are bound to keep it confidential, or where the law or a court requires.
3. This doesn't cover information that is public, that we already had, or that we got lawfully from someone else.

17. Disputes

1. This agreement is governed by the laws of India.
2. We will first try to resolve any dispute by talking. If we can't within 30 days, either of us may refer it to arbitration under the Arbitration and Conciliation Act 1996, by a sole arbitrator agreed by both of us. The seat of arbitration is Hyderabad, Telangana, and it is conducted in English.
3. Subject to arbitration, the courts in Hyderabad have jurisdiction.

18. General

1. **Whole agreement.** This agreement, with the Policies and the settings you choose in PREADY OS, is the whole agreement between us about PREADY.
2. **Notices.** PREADY sends notices to your Owner/Admin's email address and in PREADY OS. You send notices to support@pready.in. Formal legal notices may also be sent to PREADY's registered office.
3. **Transfer.** You may not transfer this agreement without PREADY's written consent. PREADY may transfer it to a company that takes over the PREADY business, and will tell you.
4. **Events outside our control.** Neither of us is responsible for a delay or failure caused by events beyond reasonable control, such as natural disasters, epidemics, government action, or failures of telecom, power or payment networks.
5. **If part is invalid.** If any part of this agreement is found invalid, the rest still applies.
6. **Language.** This agreement is in English.

Signed copy (for onboarding)

Print, sign and stamp this page, and upload it in PREADY OS during onboarding.

Restaurant's legal name	
GSTIN (if registered)	
Signed by (name)	
Designation	
Signature and stamp	
Date	