

# Terms of Service for 1stOne.in

Last Updated: April 17, 2026

Welcome to 1stOne.in. These Terms of Service ("Terms") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you," "User"), and 1stOne.in ("we," "us," or "our"), concerning your access to and use of the 1stOne.in mobile application and related services (collectively, the "App").

By creating an account, placing an order, or otherwise using the App, you agree to be bound by these Terms. If you do not agree to all of these Terms, you are prohibited from using the App and must discontinue use immediately.

## 1. Account Creation and Responsibilities

- **Accuracy of Information:** You must provide accurate, current, and complete information during the registration process, including a valid phone number and delivery address.
- **Account Security:** You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.
- **Eligibility:** You must be at least 18 years old to use the App.

## 2. Ordering and Pricing

- **Order Acceptance:** All orders placed through the App are subject to our acceptance. We reserve the right to refuse or cancel any order for any reason, including but not limited to food unavailability, errors in pricing, or suspicion of fraudulent activity.
- **Pricing:** Prices for food items and delivery fees are subject to change without notice. All prices are inclusive of applicable taxes unless stated otherwise.
- **Availability:** Menu items are subject to availability. If an item becomes unavailable after you place an order, we will attempt to contact you to offer a substitute or process a refund for that item.

## 3. Cancellations and Refunds

Given the perishable nature of food, our cancellation and refund policies are strict:

- **User Cancellations:** You may only cancel an order within 1 Hour or the order cut off time mentioned in the app cart, whichever is first after placing it, provided the restaurant has not yet begun preparation. Once preparation begins, the order cannot be cancelled, and no refund will be issued.

- **Failed Deliveries:** If a delivery fails because you provided an incorrect address, were unreachable by phone, or were unavailable to receive the order at the designated location, you will be charged the full amount of the order, and no refund will be provided.
- **Eligible Refunds:** Refunds or partial refunds may only be issued at our sole discretion in cases of missing items, completely incorrect orders, or spoiled food. You must report such issues through the App within 2 hours of delivery, accompanied by photographic evidence.

#### 4. Delivery Terms

- **Estimated Times:** Any delivery times provided on the App are estimates only. We do not guarantee exact delivery times.
- **Force Majeure:** We are not liable for any delays or failures in delivery caused by factors beyond our reasonable control, including but not limited to severe weather conditions, heavy traffic, road closures, strikes, or natural disasters.

#### 5. Food Allergy and Dietary Information Disclaimer

- **No Guarantee:** While we strive to accommodate dietary preferences and provide accurate descriptions, we cannot guarantee that any food item is entirely free of allergens (such as nuts, dairy, gluten, etc.). Cross-contamination may occur in the preparation and packing process.
- **Assumption of Risk:** If you have severe food allergies or specific dietary restrictions, you consume food ordered through the App entirely at your own risk. 1stOne.in shall not be held liable for any allergic reactions or health issues arising from the consumption of our food.

#### 6. Payments

- **Third-Party Gateways:** We use secure, third-party payment gateways (e.g., UPI, credit/debit cards). We do not store your full financial information.
- **Payment Failures:** We are not responsible for any payment failures, duplicate deductions, or delays caused by your bank or the payment gateway provider. In such cases, you must contact your bank directly.

#### 7. User Conduct

You agree not to:

- Use the App for any illegal or unauthorized purpose.
- Harass, abuse, or use inappropriate language with our customer support or delivery personnel.
- Attempt to bypass, hack, or disrupt the security, functionality, or operation of the App.
- Submit false claims for refunds or repeatedly place orders and refuse delivery. Violation of these rules may result in the immediate suspension or permanent termination of your account.

#### 8. Limitation of Liability

To the maximum extent permitted by Indian law, 1stOne.in and its proprietor shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or personal injury/illness, arising out of or in connection with your use of the App, the delivery services, or the consumption of the food.

#### 9. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or relating to these Terms or the use of the App shall be subject to the exclusive jurisdiction of the courts located in [Insert Your City/State, e.g., Bangalore, Karnataka].

#### 10. Contact Us

If you have any questions or concerns regarding these Terms of Service, please contact us at:

1stOne.in Proprietor: Shrikanth Hegde

Email: [support@1stone.in](mailto:support@1stone.in) / [grievances@1stone.in](mailto:grievances@1stone.in)

Address:

6/14, Nammane, Kamakshi Farm,

Near HP Petrol Pump, Sirsi Road, Kastur,

Siddapur, Uttara Kannada.

Time: Monday to Friday, 11:00 AM to 4:00 PM IST