

Terms and Conditions

The platforms www.klynk.recipes, www.klynk.app, www.cookwithsemi.com, www.getriku.com, and appliances Semi, Riku, and other associated hardware appliances manufactured or distributed which may or may not be embedded with its proprietary software are collectively referred to as “platform/s” and are operated by M/s. Futuristic Labs Private Limited, (hereinafter referred to as” Futuristic Labs “, “We”, “Our”, and “Us”) having its registered address at “1-107-9/4, MIG 187/8, MVP Colony, Sector -8, Visakhapatnam 530017, Andhra Pradesh, India” and having its office located at AIKA Plaza, 5th floor, Ayyappa Society, Madhapur, Hyderabad, Telangana.

Please read the Conditions of Use document carefully before using our platforms. By using any of the platform or application, hardware appliances embedded with or without our software are collectively referred to as platform, you signify your agreement to be bound by Futuristic Labs Private Limited’s terms of usage. As described in our Privacy policy, we share information with our subsidiaries, our service vendors that are either subject to our Privacy policy or follow practices at least as protective as those described in our Privacy policy. We also share information with third-party service providers. For example, we use third-party service providers to fulfil orders for products or services, and to deliver packages. For any further details on our security practices please read our Privacy Policy. For any queries or issues relating to our platforms, you can contact us at hello@ftlabs.io

Conditions of Use

Please read these conditions carefully before using our platform. By using the platform, you signify your agreement to be bound by these conditions.

In addition, when you use any current or future Futuristic Labs Private Limited services and products you will also be subject to the terms, guidelines and conditions applicable to that Service terms.

These "Conditions of Use" constitute an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures.

Conditions Relating to Your Use of Futuristic Labs Private Limited services

1. **Your Account**

If you use the platform or the application of our platform, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorized access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. You can access and update much of the information you provided us with in the Your Account area of the platform. You agree and acknowledge that you will use your account on the platform to purchase products only for your personal use and not for business purposes. Should you wish to order products for business purposes, please contact us on hello@ftlabs.io. Futuristic Labs Private Limited reserves the right to refuse access to the platform, terminate accounts, remove or edit content at any time without notice to you.

2. **Privacy**

Please review our Privacy Policy ([hyperlink](#)), which also governs your visit to our platform, to understand our practices. The personal information / data provided to us by you during the course of usage of our platform will be treated as strictly confidential and in accordance with the Privacy Policy and applicable laws and regulations. If you object to your information being transferred or used, please do not use the platform.

3. E-Platform for Communication

You agree, understand and acknowledge that the platform is an online platform that enables you to know about our products and purchase products listed on the platform at the price indicated therein at any time from any location. You further agree and acknowledge that if the order is a preorder, part of any promo or campaign run by you, your relationship with us and our platform will be governed as per the terms stipulated in that preorder, promo or campaign.

4. Access to our Platforms (both web and app based):

We will do our utmost to ensure that availability of the platform and our applications will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the platform may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

5. License for platform access

Subject to your compliance with these Conditions of Use and payment of applicable fees, if any, Futuristic Labs Private Limited grants you a limited license to access and make personal use of this platform, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Futuristic Labs Private Limited and / or its affiliates, as may be applicable. This license does not include any resale or commercial use of this platform, applications or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this platform or its contents; any downloading or copying of account information for the benefit of another party; or any use of data mining, robots, or similar data gathering and extraction tools.

This platform or any portion of this platform (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of Futuristic Labs Private Limited. You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Futuristic Labs Private Limited and its affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilizing our marks, names or trademarks without the express written consent of Futuristic Labs Private Limited. Any unauthorized use terminates the permission or license granted by us as applicable without any prior notice.

You may not use any of our logo or other proprietary graphic or trademark as part of the link without express written consent of Futuristic Labs Private Limited.

6. Premium Features and Restrictions:

The company may offer premium, paid only content, features, access and options. The access to certain promotional features/content may be restricted as per the discretion of the Futuristic Labs Private Limited upon the payment of the requisite fee and the platform has the right to modify, amend, restrict, suspend any feature, program, access to premium content as per the platform's discretion. The fee for the premium features are subject to change upon the sole discretion of the platform. For any violation of any of the term of the premium program, the platform reserves the right to suspend, block, restrict access to the platform with or without any notice and in under no case the premium fee paid shall be refunded.

7. Content and Posting:

The platform at its discretion may offer the user to post texts, articles and multimedia content (images, videos, etc) of their own recipes and usage of the company appliances. Such users shall be treated as creators. Such creators having and utilizing the access to post such recipes and usage of devices in the form of audio, images, videos, other multimedia shall be bound by all the terms and conditions of the platform and shall abide by the rules thus created

for posting such content. The company reserves the sole right to either approve, reject or suggest modifications to such content being submitted for posting on the platform.

The user also agrees to take the prior consent of the company and add a disclaimer in legible, readable format in English language that shall disclose that a particular product, brand in the content is being endorsed on sponsorship. That the content posted should not include or infringe upon any copyrighted, trademarked, proprietary information. The user shall adhere to forms of language and content decency, make no political statements or gestures, make any kind of inciting comments, shall not use any profane words or gestures. In the event of violation, the company reserves the right to restrict, suspend or block all the access as per its discretion.

That in the event of any user importing his recipes from other platforms, the user himself shall ensure that he is not violating any content or copyrights policy of such platform it is being imported from. Under no circumstances the company shall undertake or assume any responsibility for any dispute, liability arising from third parties or law enforcement agencies in the violation of these policies. The platform shall have all the rights to the content posted on its website as if it was created and owned by the platform and utilize for their own promos, sales etc., without any prior consent of the creator of such content.

8. Your Conduct

You must not use the platform in any way that causes, or is likely to cause, the platform or access to it to be interrupted, damaged or impaired in any way. You understand that you, and not Futuristic Labs Private Limited, are responsible for all electronic communications and content sent from your computer to us and you must use the platform for lawful purposes only. You must not use the platform for any of the following:

for fraudulent purposes, or in connection with a criminal offense or other unlawful activity to send, use or reuse any material that does not belong to you; or is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, insulting or harassing, blasphemous, defamatory, libelous, obscene, pornographic, pedophilic, or menacing; ethnically objectionable, disparaging or in breach of copyright, trademark, patent, confidentiality, privacy or any other proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, defense, security or sovereignty of India or friendly relations with foreign States or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting other nation; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam; or is patently false and untrue to cause annoyance, inconvenience or needless anxiety

9. Reviews, comments, communications

Users of this platform may send communications and submit suggestions, ideas, comments, questions, or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." In the event a user uses a false e-mail address, impersonates any person or entity, or otherwise misleads as to the origin of any content. Futuristic Labs Private Limited reserves the right (but not the obligation) to remove, refuse, delete or edit any content that in the sole judgement of Futuristic Labs Private Limited violates these Conditions of use and, or terminate your permission to access or use our platforms.

10. Claims against Objectionable Content

You can refer to the product detail page on our platforms in for checking any product details provided by us regarding the following:

- the total price in single figure of any good or service, along with the breakup price for the good or service, showing all the compulsory and voluntary charges such as delivery charges, postage and handling charges, conveyance charges and the applicable tax, as applicable. These details are available on the invoice issued to you.
 - mandatory notices and information provided by applicable laws.
 - goods and services offered for sale by us which are necessary for enabling the consumer to make an informed decision at the pre-purchase stage.
 - guarantees related to the authenticity or genuineness of the imported products; and.
 - guarantees or warranties applicable to such goods or services.
- Because we list multiple products for sale on our platforms, it is not possible for us to be aware of the each comment or review that is displayed. Accordingly, Futuristic Labs Private Limited operates on a "notice and takedown" basis. If you believe that any content on the platform is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, insulting or harassing, blasphemous, defamatory, libelous, obscene, pornographic, paedophilic, invasive of another's privacy or menacing; ethnically objectionable, disparaging; or in breach of a third party's confidential, proprietary information or right; or is otherwise injurious to third parties; or impersonates another person; or threatens the unity, integrity, defence, security or sovereignty of India or friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or in insulting other nation; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource; or is patently false and untrue ("Objectionable Content"), please notify us immediately by emailing us on hello@ftlabs.io. Once this procedure has been followed, we will make all reasonable endeavours to remove such Objectionable Content complained about within a reasonable time.

11. **Copyright, authors' rights and database rights**

All content included on the platform, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Futuristic Labs Private Limited, its affiliates or its content suppliers and is protected by India and international copyright, authors' rights and database right laws. The compilation of all content on these platforms is the exclusive property of Futuristic Labs Private Limited and its affiliates and is protected by laws of India and international copyright and database right laws. All software used on these platforms is the property of Futuristic Labs Private Limited, its affiliates or its software suppliers and is protected by India and international copyright and author' rights laws.

You may not systematically extract/ or re-utilise parts of the contents of the platform without Futuristic Labs Private Limited and / or its affiliate's (as the case may be) express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilization of any substantial parts of this platform, without Futuristic Labs Private Limited and / or its affiliate's (as the case may be) express written consent. You may also not create and/ or publish your own database that features substantial (eg: prices and product listings) parts of this platform without Futuristic Labs Private Limited and / or its affiliate's (as may be applicable) express written consent.

10. **Intellectual Property Claims**

Futuristic Labs Private Limited and all its affiliates, sub brands respects the intellectual property of others. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please reach out to us on hello@ftlabs.io.

12. **Trademarks**

“Klynk”, “Riku”, “Semi” (include all our marks and identifiers) and other marks indicated on our platform are trademarks or registered trademarks of Futuristic Labs Private Limited or its subsidiaries (collectively " Futuristic Labs Private Limited "), in the Indian and Other jurisdictions. Our graphics, logos, page headers, button icons, scripts and service names are the trademarks or trade dress of Futuristic Labs Private Limited. Futuristic Labs Private Limited trademarks and trade dress may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Futuristic Labs Private Limited. All other trademarks not owned by Futuristic Labs Private Limited that appear on this platform are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Futuristic Labs Private Limited.

13. Disclaimer

You acknowledge and undertake that you are accessing the services on the platform and transacting at your own risk and are using your best and prudent judgement before entering into any transactions through the platform. You further acknowledge and undertake that you will use the platform to order products only for your personal use and not for business purposes. We shall neither be liable nor responsible for any actions or inactions taken by you that's violative of our policy.

14. Indemnity and Release

You shall indemnify and hold harmless Futuristic Labs Private Limited, its subsidiaries, affiliates and their respective officers, directors, agents and employees, from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of your breach of these Conditions of Use or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party.

You hereby expressly release Futuristic Labs Private Limited and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the vendors and specifically waive any claims or demands that you may have in this behalf under any statute, contract or otherwise.

15. Children

Use of platform is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. If you are a minor i.e. under the age of 18 years, you may use our platform only with the involvement of a parent or guardian.

16. Communications

When you visit our platform, you are communicating with us electronically. You will be required to provide a valid phone number while placing an order with us. We may communicate with you by e-mail, SMS, phone call or by posting notices on the platform or by any other mode of communication. For contractual purposes, you consent to receive communications (including transactional, promotional and/or commercial messages), from us with respect to your use of the platform and/or your order placed on the platform.

17. Losses

We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the platform.

18. Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to our platform, policies, and these Conditions of Use at any time. You will be subject to the policies and Conditions of Use in force at the time that you use the platform or that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government

authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

19. Recipes, Ingredients, Plans and guided Mode Cooking Options:

The recipes offered by the platform, ingredients and quantities suggested on the platform, the activity performed by the appliance for cooking the food on the guided mode is done based on the recipes available in the public domain on the internet and predominant usage. All the care, caution and internal verification, independent evaluations are done before offering such a recipe, plan, activity of cooking on the guided mode on the platform. The user understands and accepts that such a recipe, plan, ingredients, quantities, cooking on guided mode are suggestive in nature, all care and caution has been taken by the platform in suggesting such a recipe, plan and cooking on guided mode and the platform does not guarantee the visual appeal and taste as displayed and described.

20. Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

21. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

22. Governing law and Jurisdiction

These conditions are governed by and construed in accordance with the laws of India. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Hyderabad, Telangana, India.

23. Our Details

This platform and this application is operated by M/s. Futuristic Labs Private Limited a private limited, having its registered office at 1-107-9/4 MIG 187/8, MVP Colony, Sector -8, Visakhapatnam, Andhra Pradesh, India – 530017.

24. Software Terms

In addition to these Conditions of Use, the terms found in our privacy policy apply to any software (including any updates or upgrades to the software and any related documentation) that we make available to you from time to time for your use in connection with our Services

25. Sanctions

You may not use any of our Service if you are the subject of sanctioned nation or enemy country as declared by the union of India or of sanctions imposed by the governments of the country where you are using our Services. You must comply with all restrictions that may apply to goods, software technology and services as mandated by the law.

26. Recipe and helps offered on the platform for cooking various dishes:

The recipes on the platform offered for various items, suggested ingredients, quantities prescribed and specific usage prescribed for specific preparation of any dish, curry or item is only suggestive and is based on wide usage and information available in the public domain. The platform does not promise any absolute guarantee of output to be of any particular taste, feature or characteristic and is only suggestive in nature. For auto cooking feature of any recipe and for all other features offered in any particular product, please refer to the manual and policy of that product usage apart from the conditions prescribed herein.

27. Notice and Procedure for Making Claims of Right Infringements

If you believe that your rights are being infringed, you may contact us here hello@ftlabs.io. We respond expeditiously to rights owners and their agents who reach out to us to communicate concerns about any alleged infringement.

Upon receipt of communication, we may take certain actions without any admission as to liability and without prejudice to any rights, remedies or defenses, all of which are expressly reserved.

Important Warning: giving false, misleading or inaccurate information to us through any medium or making a false claim to us may result in civil and/or criminal liability.

If you believe that your rights are being violated by an item or information on platform, you may contact

Name: Goutham Gandhi Nadendla

Email: hello@ftlabs.io

or

M/s. Futuristic Labs Private Limited a private limited, having its registered office at **1-107-9/4 MIG 187/8, MVP Colony, Sector -8, Visakhapatnam, Andhra Pradesh, India - 530017**

28. Software Terms

a. Use of the Futuristic Labs Pvt Ltd Software

You may use our Software solely for purposes of enabling you to use and enjoy the Services as provided by us, and as permitted by the Conditions of Use, these Software Terms and any Terms. You may not incorporate any portion of our Software into your own programs or compile any portion of it in combination with your own programs, transfer it for use with another service, or sell, rent, lease, lend, loan, distribute or sub-license the Software or otherwise assign any rights to the Software in whole or in part. You may not use the Software for any illegal purpose. We may cease providing any Software and we may terminate your right to use any of our Software at any time without any prior notice. Your rights to use the Software will automatically terminate without notice from us if you fail to comply with any of these Software Terms, the Conditions of Use or any other Terms. Additional third party terms contained within or distributed with certain Software that are specifically identified in related documentation may apply to that Software (or software incorporated with our Software) and will govern the use of such software in the event of a conflict with these Conditions of Use. All software used in any of our Service is the property of Futuristic Labs Private Limited and/or its affiliates or its software suppliers and protected by laws of India including but not limited to any other applicable copyright laws.

b. Use of Third Party Services

When you use our Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

c. No Reverse Engineering

You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, our Software, whether in whole or in part, or create any derivative works from or of the Software and other ancillary material including videos, images, data, description, statistics, all and other information.

d. Updates

In order to keep the software up-to-date, we may offer automatic or manual updates at any time and without notice to you.

29. Conditions Relating to the Sale of Products to You

This section deals with conditions relating to the sale of products on the platform by us to you.

a. Our Contract

Your order is an offer to us to buy the product(s) in your order. When you place an order to purchase a product from us, you will receive an e-mail confirming receipt of your order and containing the details of your order (the "Order Confirmation E-mail"). The Order Confirmation E-mail is acknowledgement that we have received your order, and does not confirm acceptance of your offer to buy the product(s) ordered. We only accept your offer, and conclude the contract of sale for a product ordered by you, when the product is dispatched to you and an e-mail confirmation is sent to you that the product has been dispatched to you (the "Dispatch Confirmation E-mail"). Your contract is with us and you confirm that the product(s) ordered by you are purchased for your internal / personal purpose and not for re-sale or business purpose. You authorize us to declare and provide declaration to any governmental authority on your behalf stating the aforesaid purpose of the products ordered by you on the platform.

You can cancel your order for a product at no cost any time before we send the Dispatch Confirmation E-mail relating to that product.

b. Returns

Please review our Returns Policy, which applies to products sold by us.

c. Pricing and availability

We list availability information for products sold by us on the platform, including on each product information page. Beyond what we say on that page or otherwise on the platform, we cannot be more specific about availability. Please note that dispatch estimates are just that. They are not guaranteed dispatch times and should not be relied upon as such. As we process your order, you will be informed by e-mail if any products you order turn out to be unavailable.

d. Taxes

You shall be responsible for payment of all fees/costs/charges associated with the purchase of products from us and you agree to bear any and all applicable taxes including but not limited to VAT/CST, service tax, GST, duties and cesses etc.

e. Health & Safety

By purchasing any product from our platform, you acknowledge that you have read and understood our Health & Safety Guidelines in the manual that comes with the product and further declare to conform to the fair usage as per the manual and no liability shall be borne by us in deviation of usage as per the manual and general prudence leading to any undesired outcome.