



Customer Terms of Service

The terms that govern your use of the Spoon platform

Last Updated: September 1, 2026 · Tametoe Tomatoe Technologies Pvt. Ltd. · admin@spoonhelp.com

1. ABOUT THESE TERMS

These Terms of Service ("Terms") constitute a legally binding agreement between you ("Customer") and Tametoe Tomatoe Technologies Private Limited ("Spoon"). They govern your access to and use of the Spoon mobile application, website, and all related services (the "Platform").

By downloading the app, creating an account, or placing a booking, you agree to be bound by these Terms and our Privacy Policy. If you do not agree, discontinue use of the Platform immediately.

These Terms are published in compliance with the Indian Contract Act, 1872, the Information Technology Act, 2000, the Consumer Protection Act, 2019, and the Consumer Protection (E-Commerce) Rules, 2020.

2. ELIGIBILITY

Access to Spoon is restricted to individuals who:

- Reside in India in a city where Spoon currently operates
- Have not previously had an account suspended or terminated by Spoon

By accessing the Platform, you represent and warrant that you meet all eligibility criteria.

3. YOUR ACCOUNT

Registration and accuracy of information

To use Spoon, you must register providing your mobile number, name, delivery address, and email. All information must be accurate, complete, and current. Spoon is not liable for loss resulting from your failure to maintain accurate information.

Account security and responsibility

You are solely responsible for maintaining confidentiality of your login credentials. You accept full responsibility for all activities under your account. Notify Spoon at admin@spoonhelp.com immediately if you suspect unauthorised access.

One account per person

Each individual may hold only one active customer account. Creating multiple accounts to circumvent suspensions or abuse promotional offers is strictly prohibited and will result in permanent termination.

4. OUR PLATFORM & COOKS

What Spoon is

Spoon is a technology platform that connects customers with trained, verified cooks who provide home cooking services. While Spoon manages the customer relationship, the actual cooking service is performed by the assigned Cook.

Cook selection and verification

All Cooks are:

- Identity-verified using government-issued documents
- Background-screened before assignment
- Trained in food safety, hygiene, and professional conduct
- Continuously monitored through customer ratings and performance metrics
- Subject to deactivation if performance falls below standards or misconduct is reported

Limitations of our service

While Spoon is committed to providing a high-quality, professional home cooking experience, the nature of the service means certain outcomes depend on factors outside our direct control. Accordingly:

- Taste, presentation, and cooking style are inherently subjective — Spoon ensures professional standards are met but cannot guarantee that every dish will match your personal preference
- Cook availability depends on demand and geography — Spoon will notify you promptly if no Cook can be assigned and will offer alternatives or a full refund
- Platform availability may occasionally be affected by technical maintenance or circumstances beyond our control — we aim to minimise disruption and communicate in advance where possible
- Spoon is not liable for damage to kitchen equipment, utensils, or property arising from normal use during a session, or for adverse reactions to food where accurate allergy or dietary information was not disclosed at the time of booking

5. BOOKINGS & SESSIONS

Placing a booking

A booking is confirmed only when: (a) you receive in-app or SMS confirmation from Spoon, and (b) the booking fee has been successfully processed. Spoon may decline any booking request at its sole discretion.

Session OTP verification

At the start of each session, you will receive a Session OTP. Share it with your Cook only after they have physically arrived at your premises. Do not share the OTP before the Cook's arrival.

Your obligations during a session

By confirming a booking, you agree to:

- Ensure a safe, clean, and adequately equipped cooking space for the full session duration
- Provide all necessary food ingredients, utensils, and cooking equipment
- Ensure a responsible adult aged 18+ is present at the premises throughout the session
- Immediately disclose information relevant to Cook safety — pets, allergies, defective appliances, or safety hazards
- Provide the Cook with safe and unobstructed access to the kitchen

Session extensions

Extensions are subject to the Cook's availability and consent. Additional charges are displayed and confirmed in the app before the extension commences.

6. PRICING, FEES & PAYMENT

Fees displayed at the time of booking may include: service charges, convenience fees, surge pricing (during high demand), and GST at the applicable rate. Fee changes do not apply to already-confirmed bookings.

All payments are processed exclusively through PCI-DSS Level 1 compliant payment processors. Spoon does not store your full card number, CVV, or banking credentials.

Tips

Tips are entirely voluntary and transferred in full to the Cook. Tips are non-refundable once paid.

Failed and disputed payments

If a payment fails, your booking will not be confirmed. For payment disputes, contact admin@spoonhelp.com with the booking reference and transaction details.

7. CANCELLATIONS & REFUNDS

Cancellation by you

You may cancel a confirmed booking through the app prior to session commencement. Cancellations within the free cancellation window (displayed at booking) are eligible for a full refund. Cancellations after this window may incur a cancellation fee.

Cancellation by Spoon

Spoon may cancel a booking if no Cook is available, if safety concerns exist, or if a force majeure event prevents service delivery. In such cases, you will receive a full refund.

Refund processing

Approved refunds are credited to your original payment method within 5-7 business days. Refunds may optionally be credited to your Spoon wallet for faster processing.

8. YOUR CONDUCT

Respectful treatment of Cooks

You must treat your Cook with dignity, courtesy, and professionalism at all times. Abusive, threatening, intimidating, sexually harassing, or demeaning behaviour is strictly prohibited and will result in immediate account suspension or termination.

Non-solicitation of Cooks

During your membership and for 12 months following your last completed session, you must not directly or indirectly solicit any Cook to provide services outside of the Spoon Platform. Violation may result in immediate account termination.

Prohibited conduct

You must not:

- Use the Platform for any unlawful, fraudulent, or deceptive purpose
- Submit knowingly false or defamatory reviews or ratings
- Attempt to gain unauthorised access to accounts or Spoon systems
- Provide false information about your household, safety hazards, or session requirements

9. RATINGS & REVIEWS

Post-session ratings and reviews must be based on genuine, first-hand experience and must not contain defamatory, offensive, or legally restricted material. By submitting a review, you grant Spoon a non-exclusive, royalty-free licence to reproduce and use it across the Platform and promotional channels.

10. DISCLAIMERS & WARRANTIES

The Platform is provided on an "as is" and "as available" basis. While Spoon commits to rigorous Cook selection and training, Spoon does not warrant that the Platform will be continuously available or that the results of any session will meet your individual expectations.

Spoon shall not be liable for disputes arising solely from subjective satisfaction with food quality, presentation, or preparation style, provided the Cook has met Spoon's professional standards of food safety, hygiene, and conduct.

11. LIMITATION OF LIABILITY

Spoon's total aggregate liability for any claim shall not exceed the lower of: (a) the booking fee actually paid for the specific booking giving rise to the claim, or (b) INR 10,000. Spoon shall not be liable for indirect, incidental, special, consequential, or punitive damages.

12. GOVERNING LAW & DISPUTES

These Terms are governed by the laws of India. Disputes shall first be referred to amicable resolution. If unresolved within 30 days, disputes shall be resolved by binding arbitration in Bengaluru, Karnataka, in English, per the Arbitration and Conciliation Act, 1996.

13. GRIEVANCE OFFICER

Name: Harshvardhan Surana

Designation: Grievance Officer

Email: admin@spoonhelp.com

Address: Innov8 Mantri Commercio, Tower A, 5th Floor, No. 51, Bellandur, Bengaluru – 560103, Karnataka, India

We will acknowledge within 48 hours and resolve all grievances within 30 days.

14. CHANGES TO THESE TERMS

Spoon will notify you via in-app notification or email at least 7 days before material changes take effect. Continued use of the Platform after changes constitutes your acceptance of the revised Terms.

By using Spoon, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.