

DAILY FLOWERS INDIA PVT. LTD.

Daily Flowers Partner Compliance & Documentation Policy

Version 1.0.0 Status: Draft Effective: Not yet in force

Applies to: All Daily Flowers partners — franchisees, registered flower partners, food partners, gift sellers, suppliers, delivery companies and individual delivery partners

DRAFT — FOR LEGAL REVIEW

Part 1 — About this Policy

1.1 Who issues this Policy

This Policy is issued by Daily Flowers India Pvt. Ltd., a company incorporated under the Companies Act, 2013, having its registered office at [REGISTERED OFFICE ADDRESS] (CIN [CIN]) ("**Daily Flowers**", "**we**", "**us**"), which operates the platform at <https://dailyflowersai.com> and its associated mobile and messaging channels and partner portals (the "**Platform**").

1.2 Purpose

Daily Flowers works with several different kinds of independent businesses and individuals. Before any of them can take orders, list products, receive jobs or be paid, Daily Flowers must know who they are, confirm that they hold the licences their activity requires, record that they have accepted the right agreement, and keep that information current. This Policy sets out:

1. the documents each type of partner must provide;
2. how Daily Flowers verifies them and how often it re-verifies them;
3. how agreements are accepted, and re-accepted when a new version is published;
4. how expiry dates are monitored, and what happens when a document lapses; and
5. how Daily Flowers handles the personal data contained in these documents.

1.3 Different partners, different relationships

Each partner type has a distinct legal relationship with Daily Flowers, governed by its own agreement. This Policy does not merge them. In particular, a **Franchisee** is the only partner type licensed to use the Daily Flowers brand;

a **Registered Flower Partner**, **Food Partner** or **Gift Seller** trades under its own name and is not a franchisee; and a **Delivery Partner** provides delivery services and is not a seller.

Partner type	Who they are	Governing agreement
Franchisee	Authorised Daily Flowers territory operator, licensed to use the Daily Flowers brand within its franchise	Daily Flowers Franchise Agreement
Registered Flower Partner	Independent florist or fulfilment business trading under its own name	Daily Flowers Registered Flower Partner Agreement
Food Partner	Independent cake, bakery, cookie or other food business holding its own FSSAI licence or registration	Daily Flowers Food Partner Agreement
Gift Seller	Independent marketplace seller of non-perishable gifts shipped by courier	Daily Flowers Gift Seller / Marketplace Seller Agreement
Supplier	Grower, wholesaler or vendor supplying flowers, materials or services to Daily Flowers	Supply terms or purchase order terms agreed with Daily Flowers
Delivery company	Business that provides delivery or service personnel and vehicles	Daily Flowers Registered Delivery / Service Partner Agreement
Individual delivery partner	Individual who accepts delivery jobs through the Platform	Daily Flowers Registered Delivery / Service Partner Agreement

1.4 Relationship to agreements and other policies

This Policy forms part of each partner agreement that refers to it. If this Policy conflicts with a partner's signed agreement, the agreement prevails. Food-specific requirements are set out in more detail in the Daily Flowers Food Safety & FSSAI Compliance Policy. Personal data is also covered by the Daily Flowers Privacy Policy.

1.5 Nothing in this Policy limits the law

Daily Flowers' verification of a partner is a platform control. It does not transfer to Daily Flowers any legal obligation of the partner, and it does not reduce any obligation that the law places on Daily Flowers, including its obligations as an e-commerce entity under the Consumer Protection (E-Commerce) Rules, 2020 and as a data fiduciary under the Digital Personal Data Protection Act, 2023.

Part 2 — The Compliance Lifecycle

2.1 Stages

Every partner moves through the following stages. A partner cannot move to "Active" until every mandatory step for its type is complete.

Stage	What happens
1. Application	The partner submits its application and the documents in Part 4
2. Identity and business verification	Daily Flowers verifies identity, PAN, GSTIN (where applicable) and bank account
3. Licence verification	Daily Flowers verifies the licences required for the partner's activity (for example, FSSAI for food)
4. Commercial review	For franchisees and other partners where applicable, commercial terms and territory are approved
5. Agreement acceptance	The partner electronically accepts the current published version of its agreement
6. Approval	An authorised Daily Flowers officer approves the partner, with reasons recorded
7. Activation	Catalogue, orders, jobs or supply become available, as applicable to the partner type

8. Ongoing monitoring	Expiry dates, re-verification, re-acceptance and compliance status are monitored
9. Suspension or offboarding	Activity is paused or ended where required under Part 9

2.2 Activation sequences by partner type

- **Franchisee:** application -> identity and business verification -> commercial review and territory approval -> licence verification -> Franchise Agreement acceptance -> approval -> franchise activation.
- **Registered Flower Partner:** application -> identity and business verification -> Registered Flower Partner Agreement acceptance -> approval -> catalogue activation.
- **Food Partner:** application -> identity and business verification -> FSSAI and other compliance verification -> Food Partner Agreement acceptance -> approval -> food catalogue activation.
- **Gift Seller:** application -> identity and business verification -> Gift Seller Agreement acceptance -> approval -> catalogue activation (each product is also reviewed before publication).
- **Supplier:** registration -> identity, tax and bank verification -> acceptance of supply terms -> approval -> eligibility for purchase orders.
- **Delivery company or individual delivery partner:** application -> identity and business verification -> licence and vehicle verification -> Delivery / Service Partner Agreement acceptance -> approval -> eligibility for delivery jobs.

Part 3 — Verification Methods

3.1 How Daily Flowers verifies

Daily Flowers uses one or more of the following methods, as appropriate to the document:

1. checking the format and internal consistency of PAN and GSTIN (including that the PAN embedded in a GSTIN matches the PAN supplied);
2. verifying PAN and GSTIN with the relevant government records, directly or through an authorised verification service provider engaged by Daily Flowers;

3. checking FSSAI licences and registrations against the information that the Food Safety and Standards Authority of India makes available;
4. verifying bank account ownership (for example, by a small test credit or a bank verification service) so that settlements are paid only to the partner;
5. reviewing documents for authenticity, completeness, validity and name matching; and
6. where appropriate, a site visit or video verification of premises.

3.2 Outcome of verification

Each verification is recorded with its date, method, result and (where a service provider is used) its reference. A verification can have one of the following results: verified; failed (with reason); or unavailable (for example, when a government service cannot be reached), in which case it is retried and the partner is not approved until verification succeeds, unless an authorised officer records a documented exception permitted by this Policy.

3.3 Mismatches

Where the name on a document does not match the partner's legal name, Daily Flowers will ask for an explanation and supporting evidence (for example, a trade-name declaration or a change-of-name document). Unexplained mismatches are treated as a failed verification.

Part 4 — Documents Required

4.1 Core documents for all business partners

Every partner that is a business (that is, every partner type except an individual delivery partner) must provide:

Document	Requirement
Legal name, constitution and registered or principal business address	Mandatory
PAN of the business (and of the proprietor, for a sole proprietorship)	Mandatory

GST registration certificate	Where the partner is registered, or is required by law to be registered, under GST
Proof of constitution (partnership deed, LLP agreement, certificate of incorporation, or equivalent)	Where the partner is not a sole proprietor
Authorisation of the person accepting agreements on the partner's behalf (board resolution, partner authority letter or equivalent)	Where the partner is not a sole proprietor
Identity of the authorised signatory	Mandatory
Bank account in the partner's name, with proof (cancelled cheque or bank statement)	Mandatory
Business contact details (email and mobile) for notices	Mandatory
Shops and establishments registration under the applicable State law	Where required for the partner's premises
MSME (Udyam) registration	Optional; recorded where provided, because it may affect payment terms under the MSMED Act, 2006

4.2 Additional documents by partner type

Partner type	Additional mandatory documents	Where applicable
Franchisee	Signed commercial approval and territory schedule; premises details and photographs; local trade licence	FSSAI licence or registration if the franchisee prepares, packs or sells food; fire or other local approvals required for its premises
Registered Flower Partner	Premises details and photographs; description of fulfilment capability and daily capacity	Local trade licence

Food Partner	FSSAI registration or licence for each premises, with kind of business and expiry date; premises details and photographs; grievance officer details; product information for each listing	Food safety supervisor details and training certificate where required; Legal Metrology registration as manufacturer or packer; hygiene rating or audit report; recall plan
Gift Seller	Pickup or dispatch address; grievance officer details; product and category information	Brand authorisation or distributor letter for branded goods; Legal Metrology registration as manufacturer, packer or importer; BIS or other mandatory certification for regulated product categories; importer details for imported goods
Supplier	Details of goods or services supplied	Agricultural or trade licences required by State law; e-invoicing capability where the supplier is required to issue e-invoices
Delivery company	List of delivery personnel with their verification status; vehicle details; insurance	Registration under labour and social security laws applicable to its workforce; contract labour registration or licence where applicable
Individual delivery partner	See paragraph 4.3	See paragraph 4.3

4.3 Individual delivery partners

An individual delivery partner must provide:

Document	Requirement
Full name, photograph, mobile number and address	Mandatory
Proof of identity and address, chosen by the individual from the officially valid documents that Daily Flowers accepts	Mandatory
Valid driving licence for the class of vehicle used	Mandatory where the partner uses a motor vehicle

Vehicle registration certificate and valid insurance (including the third-party insurance required by the Motor Vehicles Act, 1988)	Mandatory where the partner uses a motor vehicle
Bank account in the individual's own name	Mandatory
PAN	Where required for tax deduction or reporting on the partner's earnings
Emergency contact	Recommended
Background or police verification	Where required by law or by Daily Flowers policy for the relevant service, with the individual's informed consent
Food-handling training record	Mandatory before carrying food orders
Registration or identification number under applicable gig and platform worker laws	Where applicable

Daily Flowers does not require any individual to provide an Aadhaar number as a condition of engagement.

Where an individual chooses to use Aadhaar for identity verification, Daily Flowers will use only the offline or masked forms of verification permitted by law and will not store the full Aadhaar number.

Part 5 — Agreement Acceptance

5.1 Acceptance of the current published version

Every partner must accept the current **published** version of the agreement for its partner type before activation.

Drafts and versions under legal review are never presented for acceptance and never bind a partner. Where Daily Flowers requires more than one document for a partner type (for example, an agreement and a code of conduct), each must be accepted.

5.2 How acceptance works

Agreements are accepted electronically on the Platform by a person authorised to bind the partner. Daily Flowers treats electronic acceptance as valid contract formation under section 10A of the Information Technology Act,

2000. Before accepting, the partner can read and download the full document, including its schedules. For each acceptance, Daily Flowers records:

1. the partner and the individual who accepted;
2. the document and the exact version accepted;
3. the date and time of acceptance;
4. the method of acceptance (for example, click-to-accept after viewing the document, one-time password confirmation, or electronic signature); and
5. only such device or session information as is necessary to evidence the acceptance and permitted by law.

Acceptance records are kept as permanent evidence and are never overwritten. The partner can view the versions it has accepted in its partner account.

5.3 Transactions follow the version in force

Each order, job, purchase order or settlement is governed by the version of the agreement in force when it was entered into. A later version does not re-open a completed transaction or a closed settlement statement.

Part 6 — New Versions and Re-Acceptance

6.1 Publication of a new version

When Daily Flowers publishes a new version of a partner agreement or of a policy that forms part of it, it will notify affected partners with a summary of the changes and the date on which the new version takes effect.

6.2 Material and non-material changes

Daily Flowers will classify each new version as:

- **requiring re-acceptance** — where the change is material to the partner's rights or obligations, including any change to commercial terms, fees, settlement, liability, indemnity, termination, data use or the partner's core operating obligations; or
- **not requiring re-acceptance** — where the change is clerical, clarifying, or required by law and does not otherwise alter the partner's position. Such a change takes effect on the date stated in the notice.

6.3 Grace period and consequences

Where a new version requires re-acceptance, the partner has [TO BE CONFIRMED BY MANAGEMENT] from notification to accept it. During that period the partner continues to operate under the earlier version. If the partner has not accepted by the end of the period:

1. no new orders, fulfilment offers, listings or delivery jobs will be given to the partner;
2. orders and jobs already accepted will be completed under the earlier version;
3. amounts already due will continue to be settled; and
4. either party may terminate the relationship under the terms of the agreement.

Continued use of the Platform is not treated as acceptance of a version that requires re-acceptance.

6.4 Changes required immediately by law

Where a change is required by law or by an authority with immediate effect, Daily Flowers may apply it immediately and will notify partners as soon as practicable.

Part 7 — Periodic Re-Verification and Change Notifications

7.1 Periodic re-verification

Daily Flowers will re-verify each partner's key documents at intervals of [TO BE CONFIRMED BY MANAGEMENT], and more frequently for higher-risk partners (for example, food partners, partners with repeated complaints, or partners with high settlement values).

7.2 Event-driven re-verification

Daily Flowers will re-verify a partner when:

1. its bank account details change (settlements to a new account are paid only after the new account is verified);
2. its GSTIN is cancelled or suspended, or its PAN–GSTIN link changes;
3. its ownership, constitution, authorised signatory or premises changes;
4. a licence is renewed, modified, suspended or cancelled;
5. a complaint, incident or audit raises doubt about a document; or

6. an authority requests it.

7.3 Partner's duty to notify changes

Each partner must notify Daily Flowers within [TO BE CONFIRMED BY MANAGEMENT] of any change to the information or documents it has provided, and immediately of any suspension, cancellation or adverse regulatory action affecting a licence.

Part 8 — Expiry Monitoring

8.1 Documents with expiry dates

Daily Flowers records the expiry date of every document that has one, including FSSAI licences and registrations, shops and establishments registrations (where time-limited), trade licences, driving licences, vehicle insurance, vehicle fitness or permits (where applicable), and insurance certificates.

8.2 Reminders

Daily Flowers sends expiry reminders to the partner at [TO BE CONFIRMED BY MANAGEMENT] before expiry, by email, SMS or WhatsApp and in the partner's account. Keeping documents valid remains the partner's responsibility.

8.3 Automatic consequences of expiry

Document	Consequence when missing or expired
FSSAI licence or registration (any partner selling or preparing food)	Food listings for the affected premises and categories removed from sale and no new food orders offered, automatically, until a valid credential is verified (see the Food Safety & FSSAI Compliance Policy)
Driving licence, vehicle registration or mandatory vehicle insurance (delivery partners using a motor vehicle)	No new delivery jobs assigned until a valid document is verified
Food-handling training record (delivery partners)	No food delivery jobs assigned until training is recorded

Insurance required by the partner's agreement	Notice to renew; new business may be paused if not renewed within [TO BE CONFIRMED BY MANAGEMENT]
Other time-limited licences required by law for the partner's activity	Affected activity paused until a valid document is verified

8.4 Reinstatement

Activity is restored once a valid replacement document has been uploaded and verified.

Part 9 — Compliance Status and Consequences

9.1 Compliance statuses

Each document and each partner has a compliance status that is visible to the partner in its account.

Status	Meaning	Effect on the partner's activity
Not submitted	A required document has not been provided	Activation blocked
Submitted — under review	Awaiting verification	Activation blocked until verified
Verified	Verified and in date	No restriction
Expiring soon	Verified, but within the reminder period before expiry	No restriction; renewal reminder sent
Expired	Past its expiry date	Automatic consequences under paragraph 8.3
Failed or rejected	Verification failed or document rejected, with reason	Activation blocked; if already active, affected activity paused
Re-acceptance required	A new agreement version requires acceptance	Grace period under paragraph 6.3, then new business paused

Suspended	Suspended by Daily Flowers under the agreement or this Policy	Activity paused as stated in the suspension notice
-----------	---	--

9.2 Consequences of non-compliance

Depending on the nature of the non-compliance, Daily Flowers may:

1. block activation until the requirement is met;
2. pause listings, fulfilment offers or delivery jobs;
3. hold settlement of amounts genuinely in dispute or reasonably connected with the non-compliance, as permitted by the partner's agreement (amounts not in dispute continue to be settled);
4. suspend the partner; or
5. terminate the partner's agreement in accordance with its terms.

9.3 Fair process

Except where immediate action is needed to protect customers, prevent fraud or comply with law, Daily Flowers will tell the partner in writing what is missing or wrong, what it must do, and by when, before suspending it, and will consider any explanation the partner gives. Where Daily Flowers acts immediately, it will give reasons as soon as practicable afterwards. Automatic consequences under paragraph 8.3 apply without prior notice because they reflect legal requirements for the activity concerned.

9.4 False or forged documents

Submitting a false, forged or altered document, or impersonating another person or business, is a material breach of every partner agreement. Daily Flowers will suspend and terminate the partner and may report the matter to the appropriate authorities.

Part 10 — Handling of Partner Documents and Personal Data

10.1 Why Daily Flowers processes this information

Partner documents often contain personal data of proprietors, directors, partners, signatories and delivery personnel. Daily Flowers processes this data as a data fiduciary under the Digital Personal Data Protection Act,

2023 for the following purposes only: verifying identity and eligibility; meeting tax, licensing, consumer-protection and other legal obligations; paying settlements; displaying seller information that the law requires to be shown to customers; preventing fraud; resolving disputes; and communicating with the partner.

10.2 Principles

Daily Flowers will:

1. **collect only what is needed** for the partner type and purpose, as listed in Part 4;
2. **give notice** of the purposes, the data collected and the partner's rights at the point of collection;
3. **mask identifiers** such as PAN, bank account numbers and identity document numbers wherever the full number is not needed, including in internal reports and activity logs;
4. **restrict access** to staff and service providers who need it for the purposes above, under confidentiality obligations;
5. **store data in India** on Daily Flowers' systems or those of its service providers, with reasonable security safeguards, including encryption and access logging;
6. **share data only** with verification service providers, payment and banking partners, professional advisers, and authorities where required by law, and with customers only to the extent that the law requires seller information to be displayed;
7. **retain data** only for as long as needed for the purposes above or as required by law (for example, the record-keeping requirements under tax and company law), and, where the law does not require a longer period, for [TO BE CONFIRMED BY MANAGEMENT] after the relationship ends, after which it will be deleted or anonymised; and
8. **notify personal data breaches** to the Data Protection Board of India and affected persons as the law requires.

10.3 Rights of individuals

Individuals whose personal data is contained in partner documents may exercise the rights available to them under the Digital Personal Data Protection Act, 2023 (including access, correction, completion, updating and erasure, and grievance redressal) by writing to support@dailyflowersai.com or to the Grievance Officer. Some data cannot be erased while the relationship continues or while the law requires it to be retained.

10.4 Partner's own responsibilities

Where a business partner provides personal data of its own staff or delivery personnel, it must have informed them and have a lawful basis to share that data with Daily Flowers.

Part 11 — Governance of this Policy

11.1 Ownership

This Policy is owned by the Daily Flowers compliance function: [NAME / DESIGNATION / CONTACT — TO BE CONFIRMED].

11.2 Authority to approve exceptions

Only an officer authorised by management may approve an exception to this Policy. Every exception must be recorded with its reason, scope and expiry, and no exception may be made to a requirement imposed by law (including the FSSAI licence or registration requirement for food).

11.3 Review

This Policy will be reviewed at least [TO BE CONFIRMED BY MANAGEMENT] and whenever the law, a partner type, or the partner agreements change.

11.4 Contact

Questions about this Policy: support@dailyflowersai.com. Grievance Officer: [NAME / DESIGNATION / CONTACT — TO BE CONFIRMED].

Annexure — Legal basis and review notes

A. Statutes, regulations and guidance relied on

Instrument	Provision(s) relied on	Part(s)
Information Technology Act, 2000	s. 10A (validity of contracts formed electronically); electronic records	5

Indian Contract Act, 1872	Formation, authority to contract, amendment by consent	5, 6
Consumer Protection (E-Commerce) Rules, 2020	rule 5 (marketplace to display seller details and obtain seller undertakings); rule 6(4) (seller to have written contract, grievance officer, and provide legal name, address, GSTIN and PAN)	1, 4
Central Goods and Services Tax Act, 2017	s. 24(ix) (registration of suppliers through e-commerce operators); s. 52 (TCS)	4
Food Safety and Standards Act, 2006; FSS (Licensing and Registration of Food Businesses) Regulations, 2011	s. 31 (licence or registration); e-commerce FBO obligation to list only licensed or registered sellers	4, 8
Legal Metrology (Packaged Commodities) Rules, 2011	Registration of manufacturers, packers and importers	4
Motor Vehicles Act, 1988	Driving licence; registration; compulsory third-party insurance	4, 8
Code on Social Security, 2020; Karnataka Platform Based Gig Workers (Social Security and Welfare) Act, 2025 and Rules, 2025	Gig and platform worker registration and aggregator obligations	4
Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016	Restrictions on use and storage of Aadhaar numbers	4
Micro, Small and Medium Enterprises Development Act, 2006	Payment terms for registered micro and small enterprises	4

Digital Personal Data Protection Act, 2023; Digital Personal Data Protection Rules, 2025	Data fiduciary obligations, notice, lawful basis, security, retention, breach notification, rights of data principals	10
State shops and establishments laws (for Bengaluru, the Karnataka Shops and Commercial Establishments Act, 1961)	Registration of premises	4

B. Open review points

1. GST registration requirement for each seller type — legal requirement / open question.
2. Minimum document set and labour and social security obligations for delivery companies and individual delivery partners (Labour Codes; Karnataka gig workers law) — legal requirement / business assumption.
3. Permitted use of Aadhaar and requirements for police verification — legal requirement.
4. Re-acceptance grace period and consequences — business decision / open question.
5. Lawful basis and retention periods for partner personal data under the DPDP Act and Rules — legal requirement / open question.
6. Reminder intervals, re-verification frequency and change-notification period — business decisions pending management approval.