

## TERMS OF USE (LAST UPDATED SEPTEMBER 2016)

Welcome to TheChairr. Please read on to learn the rules and restrictions that govern your use of our mobile application, TheChairr application, the TheChairr service, or any applications made available by TheChairr.

The domain name [www.TheChairr.com](http://www.TheChairr.com) (hereinafter referred to as "website") is owned by Andromeda Tech Private Limited having its registered office at 3<sup>rd</sup> Floor, AML Centre 2, Mahal Industrial Estate, Off Mahakali Caves Road, Andheri East, Mumbai 400093, Maharashtra, India (hereinafter referred to as "company" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its shareholders, directors, successors, executors, administrators, legal representatives and permitted assigns).

TheChairr ('TheChairr.com', 'Site', 'we', 'us') provides its services to you subject to the notices, terms, and conditions set forth in this agreement (the "Agreement"). These terms of use (the "Terms of Use") govern your use of the site as a casual visitor, a registered vendor/partner and/or a registered user.

In addition, when you use any of TheChairr's services (e.g. Vendor Search, Call for Enquiry, Sms email, Information through Articles/Blogs etc), you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they are incorporated into this Agreement by this reference. By using the Site, and/or by registering with us, you signify that you agree to these terms of use, including that you consent to the information practices disclosed in Privacy Policy.

Accessing, browsing or otherwise using the Site indicates your agreement to all the terms and conditions in this agreement, so please read this agreement carefully before proceeding. The following terms and conditions affect your legal rights and obligations. If you do not agree to be bound by all of these Terms and conditions, do not access or use the service provided by TheChairr.

### DEFINITIONS

- "Agreement" means this agreement which sets out the terms and conditions, privacy policy and terms of use, upon which Thechairr shall provide the services to the partner and which comes into effect on the effective date.
- "Charges" means the membership fees or advertisement Fees.
- Partner means any service vendor registered on [thechairr.com](http://thechairr.com) as a service provider in the Indian Beauty and wellness Industry.
- "Customer" means any person who purchases or receives the Partner Services.
- "Dated Booking" means an Order where at the time of making the Order the Customer books a time and/or date at which to receive those Partner Services (including where the "Pay at Venue" option is used).
- "Effective Date" means the earlier of 1) the Partner beginning to receive the TheChairr Services and 2) if the Partner enters this Agreement online through the online "Self-Sign

Up” form – the date upon which the Partner ticks the box and confirms their acceptance of the terms and conditions of this Agreement or, if the Partner enters this Agreement pursuant to a meeting or other direct communication with TheChairr and on special request, the date on which the Partner is sent a confirmatory copy of the terms and conditions of this Agreement from TheChairr

- “eVoucher Booking” means an Order where a Customer books a Partner Service with a specific Partner at a specific price but where, at the time of making the Order, the Customer does not book a time and/or date for receiving those Partner Services but will be sent an electronic voucher in respect of the same.
- “Fees” means the fees, as set out in the Pricing Chart, payable by a Partner to receive the TheChairr Services.
- “Intellectual Property Rights” means all intellectual property rights on a world-wide basis whether currently in existence or otherwise and whether vested or contingent including (without limitation) copyright (including foreign language translation rights), design rights, database rights, rights in any domain names, registered designs, patents, trade marks, trade names, signs and other designations provided the foregoing are of a proprietary nature and all similar rights whether registered or otherwise (including, without limitation, all extensions, reversions, revivals and renewals thereof). The above shall include, in relation to register able rights, any applications made or rights to make applications in respect of any such rights.
- “Order” means any order by a Customer for any of the Partner Services, whether by e-Voucher Booking or by Dated Booking and/or for TheChairr Vouchers (and whether made via the Website, or the Widget, as applicable).
- “Page(s)” means the internet page or pages and contents of the Partner’s designated section of the Website or Distribution Channels (including the Partner’s TheChairr “homepage” and each page for the Partner Services offered on the Website) along with any applicable page or pages and contents of the Partner’s own website(s) or other website(s).
- “Partner Services” means the spa and/or beauty or other goods and services which the Partner is in the business of providing and supplying to Customers and which are marketed to the public by the Partner through use of the TheChairr Services.
- “Partner Content” means any information, documentation, equipment, software or other material (which may include the Partner name, logo and any other brand features and Intellectual Property Rights) which may be published on the Page(s) pursuant to this Agreement.
- “Pricing Chart” means the table that lists out each of the TheChairr Services and their respective Fees from time to time.
- “TheChairr Services” means the benefits and services a Partner may receive from TheChairr, as set out in the Pricing Charts, in return for paying the Charges;
- “Thechairr Voucher” means the paper Thechairr gift voucher which Customers may purchase from TheChairr for use towards paying for Partner Services
- “Website” means the website at [www.Thechairr.com](http://www.Thechairr.com).

The Chairr reserves the right to change this Site and these terms and conditions at any time.

TheChairr retains the right to deny access to anyone who we believe has violated any of these Terms.

We are not a medical practitioner, stylist, masseuse, trainer or provide medical advice/haircuts, treatments, whatsoever . The Information that you obtain or receive from TheChairr, its employees, contractors, partners, sponsors, advertisers or otherwise on the Site is for informational and logistical purposes only.

Thechairr does not make any representation, endorse or warranty as to specifics (such as quality, value, salability, etc) of the products or services proposed to be sold or offered to be sold or purchased on the Website or specific tests, physicians, procedures, opinions, or other information that may appear on the Site. TheChairr accepts no liability for any errors or omissions, whether on behalf of itself or third parties.

The information provided on the Site is not intended as a substitute for, nor does it replace professional medical advice, diagnosis, or treatment. Do not disregard, avoid or delay obtaining medical advice from a qualified health care professional. Do not use the Site for emergency medical needs. Your use of information provided on the Site is solely at your own risk. Nothing stated or posted on the Site or available through any service is intended to be, and must not be taken to be, the practice of medicine or the provision of medical care.

The information provided on the site is not to be used for commercial use by any other person, persons, individual or entity. Any form collection of the data provided on the site through manual or programmed accumulation of the information is not allowed and will be considered as a legal offence.

TheChairr may in its sole discretion, change the amount of any Fees at anytime on 30 days' notice to the Partner, either by specific notice or by updating the Pricing Chart ("Pricing Change Notice"). If the Partner, as a result of a Pricing Change Notice wishes to change the TheChairr Services it receives, it must provide written notice to TheChairr this effect within 14 days of the notice of the Pricing Change Notice.

The services you can buy or book through TheChairr are sold by partners registered on website and not us. We are only responsible for arranging your booking and (in some cases) dealing with payment. Please check all details and any restrictions relating to a service thoroughly before booking. Please ensure that any medical or other allergy/health information is disclosed to partners prior to your appointment or stay.

Rules regarding cancellation vary depending on whether you have purchased a dated booking, an eVoucher or a Thechairr Voucher, please refer to the email / communication received along with it.

## **CONTENTS POSTED ON THE SITE**

You are responsible for any notes, messages, emails, postings, photos, profiles, opinions, ideas, images or other materials or information posted or transmitted to the Site (collectively, "Content"). Such Content will become the property of TheChairr. TheChairr shall be entitled to use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include Content you provide. You agree that any Content you post may be used by TheChairr, consistent with our Privacy Policy and Rules of Conduct on Site as mentioned herein, and you are not entitled to any payment or other compensation for such use.

All content submitted to our Website by you (or on your behalf) via your Member account (or other social media account, if applicable), including without limitation, your name, biographical information and all other names, usernames, pseudonyms, text, likenesses, graphics, logos, marks, images, photographs, code, and all other information and material shall be called your User Generated Content (Herein known as "UGC"). You agree to submit UGC to the Website in accordance with the following rules (in particular, the Legal Standards and the Community Guidelines, as those terms are defined below). Please use caution and common sense when submitting UGC to the Website. Publication of your UGC will be at our sole discretion and we are entitled to make additions or deletions to your UGC prior to publication, after publication or to refuse publication.

Please note, any UGC you submit to our Website will be considered non-confidential and non-proprietary.

## **RIGHTS PERMISSIONS AND WAIVERS**

You hereby grant to [www.TheChairr.com](http://www.TheChairr.com) and any of our group companies and affiliates a non-exclusive, perpetual, irrevocable, transferable, royalty-free license (including full rights to sub-license) to use, reproduce and publish your UGC (including, without limitation, the right to adapt, alter, amend or change your UGC) in any media or format (whether known now or invented in the future) throughout the world without restriction.

You warrant, represent and undertake to us that all UGC you submit is your own work or that you have obtained all necessary rights and permissions of the relevant owner of the work and that you have all relevant rights in your UGC to enable you to grant the rights and permissions in this clause.

Where your UGC contains images of people or names or identifies individuals, you warrant, represent and undertake to us as follows:

- That all featured or identified individuals that are over the age of 18 and have expressly consented to their appearance in the UGC and to you submitting the UGC to our Website, and where featured or identified individuals are under the age of 18, that you either are the parent or legal guardian or such featured or identified individuals, or have obtained the express consent from a parent or legal guardian of such featured or identified individuals to their appearance in the UGC and to you submitting the UGC to our Website.

- You hereby unconditionally and irrevocably waive and agree not to assert (or procure the same from any third party where applicable) any and all moral rights and any other similar rights and all right of publicity and privacy in any country in the world in connection with your UGC, to the maximum extent permissible by law.

## **CONTENT AND LEGAL STANDARDS**

You warrant, represent and undertake to us that your UGC (including its use, publication and/or exploitation by us) shall not Infringe the copyrights or database rights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any other person or entity; and/or contain any material which is defamatory of any person; and/or contain misleading or deceptive statements or omissions or misrepresentation as to your identity (for example, by impersonating another person) or your affiliation with any person or entity; and/or breach any legal or fiduciary duty owed to a third party, such as a contractual duty or a duty of confidence; and/or advocate, promote, or assist discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; and/or contain any malicious code, such as viruses, worms, Trojan horses or other potentially harmful programmes, codes or material; and/or violate any other applicable law, statute, ordinance, rule or regulation (together, or individually the "Legal Standards").

If your UGC contains any material that is not owned by or licensed to you and/or which is subject to third party rights, you are responsible for obtaining, prior to submission of your UGC, all releases, consents and/or licenses necessary to permit use and exploitation of your UGC by us without additional compensation. Please see clause 2 above for further details.

You warrant, represent and undertake to us that your UGC is accurate, where it states facts; and/or is genuinely held, where it states opinions (for example, in product or services reviews). You further warrant, represent and undertake to us that your UGC (including its use, publication and/or exploitation by us) shall not contain any material which is obscene, hateful, inflammatory, offensive or in any other way falls below commonly accepted standards of taste and decency in INDIA and/or is reasonably likely to harass, upset, embarrass or alarm a person (including, by way of example only, so called "trolling" or cyber-bullying); and/or is threatening, abusive or invades another's privacy, or causes annoyance, inconvenience or anxiety; and/or is sexually explicit; and/or advocates, promotes, assists or depicts violence; and/or advocates, promotes or assists any illegal activity or unlawful act or omission; and/or could be deemed to be unsolicited or unauthorised advertising, promotional material, junk mail, or spam (including without limitation chain letters, pyramid schemes or other forms of solicitation or advertisements, commercial or otherwise); and/or gives the impression that it emanates from TheChairr or is endorsed or connected with us, if this is not the case (together, or individually the "Community Guidelines").

If you do not comply with our Legal Standards and/or our Community Guidelines when submitting UGC to our Website, we reserve the right in our sole discretion to suspend you from using the Website without notice to you and/or to edit or remove (in whole or

part) any of your UGC from our Website on a temporary or permanent basis. If you or your UGC does not comply with our Legal Standards and/or Community Guidelines, and as a result of this, we suffer any loss or damage; you will be liable to us and hereby agree to indemnify us for any such loss or damage.

We also reserve the right to pass on any UGC that gives us concern to the relevant authorities; and to disclose your identity to any third party (or their professional advisor) who claims that any of your UGC constitutes a violation of their intellectual property rights, or of their right to privacy.

### **NO CONTRACTUAL OR PROFESSIONAL RELATIONSHIP**

By using the services of TheChairr, no contractual or professional relationship is created between the patient/user/client and the wellness service and/or health care provider.

Though the TheChairr provides free of charge service to search and book appointments with the Beauty and Wellness services in India, the partner / provider will charge for the usual consultation, service rendering TheChairr has no control or concern with the fees and costs charged by provider/ partner/professional listed by the Site or informed by the team.

In addition, TheChairr has all the rights to levy any penalties for non-standard behaviour including consistent 'No-Shows'. In any case, TheChairr will warn the user for any such impending penalties. This is done to discourage and/or stop any person and/or entity jeopardizing the true intent of our service.

TheChairr shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of People, intentionally or unintentionally while interacting online or offline with/for anything related to TheChairr.

### **SELLING**

As a registered service provider, you are allowed to list service item (s) for service on the Website in accordance with the policies, which are incorporated by way of reference in this Terms of Use. You must be legally able to sell these services as the services(s) you list on our Website. You must ensure that the listed services do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties. Listings may only include text descriptions, graphics and pictures that describe your item for sale. All listed items must be listed in an appropriate category on the Website.

### **LINKS**

This site may contain links to other web sites or you may be linked through other web sites ("Linked Sites"). The Linked Sites are for your convenience only and you access them at your own risk. We are not responsible for the content of the Linked Sites, whether or not TheChairr is affiliated with sponsors of the sites. We do not in any way

endorse the Linked Sites. We welcome links to this site. You may establish a hypertext link to this site, provided that the link does not state or imply any sponsorship or endorsement of your site by TheChairr. You must not use on your site or in any other manner any trademarks, service marks or any other materials appearing on the Website, including any logos or characters, without the express written consent of the owner of the mark or materials. You must not frame or otherwise incorporate into another web site or present in conjunction with or juxtaposed against such a web site any of the content or other materials on the Website without our prior written consent.

### **DISCLAIMER OF WARRANTIES AND LIABILITIES**

This Website, all the materials and products (including but not limited to software) and services, included on or otherwise made available to you through this site are provided by TheChairr on an “as is” and “as available” basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, TheChairr does not warrant that:

1. This website will be constantly available, or available at all; or
2. The information on this website is complete, true, accurate or non-misleading.

TheChairr will not be liable to you in any way or in relation to the contents of, or use of, or otherwise in connection with, this website.

TheChairr does not warrant that this site; information, content, materials, product (including software) or services included on or otherwise made available to you through this site; their servers; or electronic communication sent from TheChairr are free of viruses or other harmful components.

Nothing on this website constitutes, or is meant to constitute, advice of any kind.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

You will be required to enter a valid phone number while placing an order on the Website. By registering your phone number with us, you consent to be contacted by TheChairr or its partners via phone calls and / or SMS notifications. While availing any of the payment method/s offered by TheChairr, TheChairr is not responsible or takes no liability of whatsoever nature in respect of any loss or damage arising directly or indirectly to you out of the decline due to :

1. lack of authorization for any transaction/s,
2. or exceeding the preset limit mutually agreed by you and between your "Bank/s" ,
3. or any payment issues arising out of the transaction,
4. or decline of transaction for any other reason/s.

### **APPLICABLE LAW**

This Agreement shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusive to Mumbai.

Jurisdictional Issues/Sale in India Only

Unless otherwise specified, the material on the Website is presented solely for the purpose of sale India. TheChairr makes no representation that materials on the Website are appropriate or available for use in other locations/Countries other than India. Those who choose to access this site from other locations/Countries other than India do so on their own initiative and TheChairr is not responsible for supply of services/refunds for the services ordered from other locations/Countries other than India/or locations where thechairr is available, compliance with local laws, if and to the extent local laws are applicable.

### **IPR**

This site is controlled and operated by TheChairr.com. All material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights that are owned and controlled by us or by other parties that have licensed their material to us. Material on Website owned, operated, licensed or controlled by us is solely for your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by e-mail or other electronic means and whether directly or indirectly and you must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other web site or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which you receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

### **ADDITIONAL TERMS**

Certain Services on the Site may have additional terms (such as policies, guidelines, and rules) that will further govern your use of that particular Service and supplement these Terms of Use. If you choose to register for or access any such Services, you will be presented with any relevant additional terms and conditions at that time. By using those Services, you agree to comply with such additional guidelines and rules.

### **CHANGES TO TERMS**

We may change these Terms of Use at any time, as we reasonably deem appropriate. Upon any change in these Terms of Use, we will post the amended agreement on the Site with notice of the changes. Your continued use of the Site and/or the Services following such notification shall constitute your affirmative acknowledgement of the Terms of Use, the modification and agreement to abide and be bound by the Terms of Use, as amended. If at any time you choose not to accept these Terms of Use, including following receipt of notification of any modifications hereto, then please do not use the Site.

### **CHANGES TO SERVICES**

We may from time to time add new services to the Services, substitute a new service for one of the existing Services, or discontinue or suspend one of the existing Services. Information about the new services will be included on the Site, and the users of new services will be governed by these Terms of Use. You agree that TheChairr will not be



liable to you or any third party for any suspension or discontinuation of any of the Services.

### **YOUR ACCOUNT**

You agree that any use of the Site is at your own risk and Thechairr is not responsible for it. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You are responsible for notifying us if your password has been hacked or stolen. You may notify us by sending an email to [hello@TheChairr.com](mailto:hello@TheChairr.com). Products sold/displayed on the Website are not for people below aged 18, however any products available for children below age 18, can be bought by adults.

### **TERMINATE**

We may terminate and/or suspend your registration immediately, without notice, if there has been a violation of these Terms of Use or other policies and terms posted on the Site by you or by someone using your Credentials. We may also cancel or suspend your registration for any other reason, including inactivity for an extended period, but will attempt to notify you in advance of such cancellation or suspension. TheChairr shall not be liable to you or any third party for any termination of your access to the Site and/or the Services. Further, you agree not to attempt to use the Site and/or the Services after any such deletion, deactivation or termination. The agreement shall survive any termination or expiration of these Terms of Use.

### **TRANSFER**

We may transfer this contract at any time to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of our Company to another entity. We will post a notice on the Site regarding any change of ownership so that you have the opportunity to discontinue your use of the Site or cancel your registration if you do not wish to continue to use the Site and the Services under the new ownership. You may not assign, transfer or sublicense these Terms of Use to anyone else and any attempt to do so in violation of this section shall be null and void.

### **PERSONALLY IDENTIFIABLE INFORMATION**

We collect personally identifiable information (email address, name, phone number, etc.) from you when you set up a free account with the Website. While you can browse some sections of our site without being a registered member, certain activities (such as placing an order) do require registration. We do use your contact information to send you information and offers based on your previous orders and your interests.

### **RETENTION AND USAGE OF SENSITIVE PERSONAL INFORMATION**

Except as reasonably required or otherwise permitted or required by applicable law or regulatory requirements, TheChairr endeavours to retain your Sensitive Personal Data or Information only for as long as it believes is necessary to fulfill the purposes for which the Sensitive Personal Data or Information was collected (including, for the purpose of

meeting any legal, administrative, accounting, regulatory or other reporting requirements or obligations). This Sensitive Personal Data or Information is safeguarded against inappropriate access and disclosure, as per this Privacy Policy.

We may share personal information with our other corporate entities and affiliates to: help detect and prevent identity theft, fraud and other potentially illegal acts; correlate related or multiple accounts to prevent abuse of our services; and to facilitate joint or co-branded services that you request where such services are provided by more than one corporate entity. Those entities and affiliates may not market to you as a result of such sharing unless you explicitly opt-in.

We may disclose personal information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process. We may disclose personal information to law enforcement offices, third party rights owners, or others in the good faith belief that such disclosure is reasonably necessary to: enforce our Terms or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public. TheChairr and its affiliates will share some or all of your personal information with another business entity should we (or our assets) plan to merge with, or be acquired by that business entity. Should such a transaction occur, that other business entity (or the new combined entity) will be required to follow this privacy policy with respect to your personal information.

Except as otherwise provided, we will keep your personal information private and will not share it with third parties, unless we believe in good faith that disclosure of your personal information or any other information we collect about you is necessary to:

- comply with a court order or other legal process;
- protect the rights, property or safety of TheChairr or another party;
- enforce our Terms of Use; or
- respond to claims that any posting or other content violates the rights of third-parties.

We may use personal information to advertise you, products and services offered on thechairr.com or any other website business owned by Bhavyassh Agarwaal, son of Suresh Radhakishan Agarwaal and Ebrahim Balwa, son of Ishaq Balwa. We may use your information to resolve disputes; troubleshoot problems; collect fees owed; measure consumer interest in our products and services, inform you about online and offline offers, products, services, and updates; customize your experience; detect and protect us against error, fraud and other criminal activity; enforce our terms and conditions; and as otherwise described to you at the time of collection. We identify and use your IP address to help diagnose problems with our server, and to administer our website. Your IP address is also used to help identify you and to gather broad demographic information. We will occasionally ask you to complete optional online surveys. These surveys may ask you for contact information and demographic information (like zip code, age, or income level). We use this data to tailor your experience at our site, providing you with content that we think you might be interested in and to display content according to your preferences.

## **COOKIES**

A "cookie" is a small piece of information stored by a Web server on a Web browser so it can be later read back from that browser. Cookies are useful for enabling the browser to remember information specific to a given user. Website places both permanent and temporary cookies in your computer's hard drive. Website's cookies do not contain any of your personally identifiable information.

Most of the cookies we use are ours, however, on occasion, we will issue a cookie by a third party to help us operate the site these are sometimes known as "web beacons" or "clear gifts". These cookies cannot be used to identify an individual; they can only be used for statistical purposes, for example, in providing you with advertisements that are more relevant to your interests.

For example, third party vendors such as Google, show our ads on sites on the internet and use cookies, to serve ads based on your prior visits to our website and to determine which advertisements and promotions users have seen and how users responded to them and to serve advertising to our website. Analytics data may also be used to this effect.

For this purpose, we may disclose generic, aggregated or anonymised data relating to your visits and use of our website, but we will not disclose any of your Personal Information which identifies you or from which you may be identifiable

The third party companies that generate these cookies have their own, very strict, privacy policies but we don't have access to these cookies; other than allowing them to be served, we have no role to play in these cookies at all (although we may use statistical information arising from these third party cookies and provided to us by third parties, to improve our website experience).

You may opt out of Google's use of cookies by visiting the Google advertising opt-out page. For more information on opting out of third party vendors' use of cookies please visit the Network Advertising Initiative website.

## **PUBLIC INFORMATION**

Our site links to other websites that may collect personally identifiable information about you. TheChairr is not responsible for the privacy practices or the content of those linked websites. Any information that you may reveal in a review posting or other online discussion or forum is intentionally open to the public and is not in any way private. You should think carefully before disclosing any personally identifiable information in any public forum. What you have written may be seen and/or collected by third parties and may be used by others in ways we are unable to control or predict.

## **INFORMATION SECURITY PRACTICES AND PROCEDURES**

TheChairr endeavors to maintain physical, technical and procedural safeguards that are appropriate to protect your Personal Information including Sensitive Personal Data or Information against loss, misuse, copying, damage or modification and unauthorized access or disclosure Our site has stringent security measures in place to protect the loss, misuse, and alteration of the information under our control. Whenever you change or access your account information, we offer the use of a secure server. Once your information is in our possession we adhere to strict security guidelines, protecting it against unauthorized access.

## **PARTNER OBLIGATIONS**

In consideration of receiving the TheChairr Services, the Partner/Vendor agrees to pay all applicable Charges and to accept all Orders and process and supply the Partner Services to the highest industry standards and in line with any specific terms and conditions set out in this Agreement generally.

The Partner must accept all Orders and may only decline to accept the same in exceptional circumstances – otherwise the Partner shall be considered to be in material breach of this Agreement and may forfeit any payments due to it in connection with this Agreement.

The Partner will be responsible for confirming receipt of each Order using the confirmation link in the TheChairr order confirmation email within 24 hours of receipt. If a Partner has not responded to a TheChairr order confirmation email within 24 hours TheChairr will have the right to take such action in respect of the Order as it deems reasonable in its sole discretion (including cancelling the Order, in which case the Partner may be deemed to be in material breach of this Agreement).

In respect of all Orders, the Partner's cancellation/amendment policy must comply with the cooling off periods required by law (which shall supersede any Partner cancellation/amendment policies that do not offer at least as consumer-friendly provisions as the applicable law). The Partner's attention is also drawn to the cancellation policy at Customer Booking Terms and Conditions which policy (or at least as favourable alternatives) the Partner is obliged to offer all Customers.

If a Customer wishes to change the date and/or time of an Order, provided the Customer contacts the Partner to do so within 24 hours (or 48 or 72 hours in some cases) of the time/date of the booking taking place, the Partner must offer the Customer a suitable alternative booking time and/or date. In the event that a Partner is unable or unwilling to fulfill an Order pursuant to a Customer requesting such a change, TheChairr reserves the right to treat that Order as cancelled by the Partner and refund the Customer the full amount of the Order

The Partner, in particular, is responsible for setting out on their Page(s) any terms and conditions that will apply to Customer Orders (including their cancellation and refund policy – which must be in line with clauses above). If there are any additional or other terms and conditions specially applied by the partner for their services, that must be inquired by the user and the partner must inform TheChairr in writing as well as the user to their full knowledge, which will apply. It is particularly drawn to Partner's attention that Customers, as a matter of law, will not be bound by any terms and conditions in respect of an Order if those terms and conditions are not brought to the attention of the Customer prior to their placing the Order. The Partner should bear this in mind when creating the Partner Content to include on their Page(s). It is preferred by TheChairr that additional terms and conditions are included directly within the relevant Page(s) but if this is not reasonably possible then Partner may provide a link to a self contained webpage which houses those terms and conditions. Such self-contained webpages must 1) be no more than a single click away from the relevant Page(s) and 2) must not link directly or indirectly to any other website or web pages (including the Partner's own website).

In respect of eVoucher Bookings, the Partner may set an expiry date and other reasonable terms and conditions for their use. However, these terms and conditions must be made clear to the Customer prior to purchase (in line with clauses above) and cannot be changed after the Customer has made the Order. The Partner will also be responsible for verifying the validity and unique usage of an e-Voucher.

In respect of Dated Bookings, the Partner is solely responsible for ensuring that the information on dashboard is kept completely up to date so that potential Customers are viewing the accurate time and date availability at the time of making an Order.

In respect of Orders made using the “Pay at Venue” option,

If TheChairr has reasonable grounds to suspect that the Partner has made or makes any direct or indirect attempt to avoid paying any Charges, for example without limitation, by soliciting Customers to make Orders otherwise than through the Website, Distribution Channels or Widget (as applicable), or by fraudulently flagging an Order fulfilled using the “Pay at Venue” option as a “no show”, this shall be a material breach of this Agreement and shall give TheChairr the right, without limiting its other remedies available to it, to withhold and retain any payments due to the Partner under this Agreement.

## **CUSTOMER SERVICE AND COMPLAINTS**

The Partner shall use best endeavors to provide top quality Partner Services to all Customers and shall promptly deal with any sales enquiries, matters or issues relating to Orders or potential Orders including dealing with Customer complaints.

The Partner shall be directly responsible to the Customer for any failure to fulfil the Customer’s expectations or for any other legal liability which arises in respect of the Partner Services, save where such liability arises as a result of TheChairr’s negligence.

TheChairr shall refer any Customer complaints it receives to the relevant Partner and the Partner shall acknowledge all complaints, and shall respond to the relevant Customer within 48 hours of the Partner’s receipt of a complaint (whether the complaint has come directly from the Customer or via TheChairr).

The Partner shall make all efforts to reach a resolution to any complaints within 14 days and must notify TheChairr of any correspondence between the Partner and the Customer relating to the complaint and generally keep TheChairr apprised of its progress and the status of the complaint.

The Partner hereby acknowledges and accepts that the Website includes a reviewing platform, upon which Customers may post publicly viewable reviews about their experiences with TheChairr and with the Partner (particularly in relation to the Partner Services) (“User Generated Content”). The Partner should note that this platform may not be opted out from and may from time to time contain negative reviews and/or feedback from consumers, which is outside TheChairr’s control. There is an option for the Partner, if they are the subject of any User Generated Content, to reply to reviews about them. However, any content the Partner posts in response to User Generated Content must be non-threatening or non-abusive, and it may be subject to review by TheChairr (and removed or amended in TheChairr’s sole discretion if TheChairr deems reasonably necessary). For the avoidance of doubt, the Partner shall have no right to any remedy (including without limitation, any right to terminate this Agreement) as a result of any

User Generated Content naming or referring to the Partner. However, if the Partner, acting reasonably, feels that any User Generated Content is defamatory of the Partner or any person or in some other way is a violation of any person's legal rights, the Partner may flag and report that User Generated Content to TheChairr. In such case, TheChairr shall review the same and in its sole discretion take any action it deems necessary or desirable (including, for example, removing or amending the relevant piece of User Generated Content).

## **CUSTOMER DATA AND PRIVACY**

The user data collected in order to become a user, information such as IP address, full user name, encrypted password, email address, home town, city, birthday, interests, usage behaviour, time zone, telephone number, and other information may be collected, and that this contact information may be used to market to users and to provide them with information about, our products and services, including but not limited to our Service.

TheChairr shall be the "data controller" of Customer information collected through dashboard pursuant to this Agreement and the Partner may only use that Customer information for the purposes of fulfilling Orders.

The Partner shall comply with any notification requirements.

The Partner may not use Customer information collected through dashboard for any purpose other than fulfillment of the Order. For the avoidance of doubt: even though the Partner will have access to the contact details of Customers on dashboard, this does not give the Partner the right to copy, use or exploit the Customer information for any other purpose and, subject to and except in the circumstances set out in clauses above &/or below, particularly does not give the Partner the right to send the Customer marketing or promotional communications. Breach of this Clause will be a material breach of contract. The Partner may collect Customer information separately and directly by itself (for example, where Customers have booked Partner Services otherwise than through use of the TheChairr Services, or where the Partner has separately directly asked the Customer for their data), in which case, in respect of that data, the Partner shall be the data controller of that Customer information for the purpose of the DPA.

When the Partner is processing "personal data" as a "data processor" (both as defined by the DPA) for TheChairr (i.e., data on dashboard used in order to fulfill Orders) the Partner shall:

- process the personal data only in accordance with instructions from TheChairr (which may be specific instructions or instructions of a general nature);
- comply with all applicable laws;
- process the personal data only to the extent and in such manner as is necessary or as is required by law or by any regulatory body;
- implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
- take reasonable steps to ensure the reliability of its staff and agents who may have access to the personal data;

- not cause or permit the personal data to be published, disclosed or divulged, or transferred to a third party or to be transferred outside of the European Economic Area without the prior consent of the Customer; and
- notify The Chairr within five (5) working days if it receives a request from a data subject (as defined by the DPA) to have access to that person's personal data or a complaint or request relating to TheChairr or the Partner's obligations under the DPA.

Where the Partner is receiving the eCRM Service:

- The Partner will need to build up its own database of contacts as envisaged by Clauses and may or may not transfer Customer information on dashboard which it has access to and processes in accordance with Clause; and
- The Partner warrants, represents and undertakes that it collects, stores and processes all Customer personal data having obtained all necessary consents and that the Partner's use of the eCRM Services is in accordance with all applicable laws (without any limitation). This Clause shall survive the termination or expiry of this Agreement.

#### **PARTNER WARRANTIES AND INDEMNITY**

The Partner shall provide TheChairr with any Partner Content it reasonably requires to be provided with in order to supply the TheChairr Services.

The Partner warrants that all Partner Content it supplies to TheChairr in connection with this Agreement and/or publishes (or provides to TheChairr for publication) on the Website (and the Distribution Channels, if applicable) will be accurate in all material respects and shall not infringe any other person's rights (including Intellectual Property Rights) or be defamatory, unlawful, offensive, threatening, or pornographic or otherwise falling below general standards of taste and decency.

The Partner hereby grants TheChairr the right:

- to use and publish the Partner Content in connection with the provision of TheChairr Services;
- to remove, edit, cut-down or otherwise amend Partner Content published on any Pages, including without limitation where such Partner Content does not, in TheChairr's opinion comply with the warranties and/or clauses and/or is otherwise in breach of the terms of this Agreement; and
- to bid on "Pay Per Click" terms and adwords and make use of search engine optimisation services etc. that embody, incorporate or quote (in whole or part) the trading name of the Partner or any brands used in connection with the Partner Services.

The Partner warrants, represents and undertakes that it shall comply with all applicable laws and advertising regulation in the marketing, sale and provision of the Partner Services and shall obtain all licences, consents, authorities and insurance it is either necessary or reasonably prudent for the Partner to obtain in respect of all its business activities and personnel (but especially in connection with the provision of Partner Services).

The Partner hereby agrees to indemnify, keep indemnified and hold harmless TheChairr and its officers, directors and employees, from and against any and all claims, demands, obligations, actual or alleged causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including the payment of reasonable legal charges and disbursements) arising out of or in connection with any breach by the Partner of any term of this Agreement or arising out of any action brought by any third party relating to the Partner Services provided (or not provided), or actions (or failure to act), of the Partner or any person (other than TheChairr) acting on its behalf, including, without limitation any action brought in connection with any Partner Content or a Customer visit to the Partner's venue. This Clause shall survive the termination or expiry of this Agreement.

### **PAYMENT TERMS**

Currently there is no transaction happening online for the user, all bookings are to be paid at venue, thechairr does not intend on charging commission from the partners for the services booked. The Customers will pay the billed amount at the venue for the services booked or purchase on ad-hoc basic and / or upgrades done at venue. The Partner must realize the payment immediately from the customer at the venue.

Premium Charges/ advertisement charges/ Membership fees are to be paid to thechairr by the vendor prior to opting for the service. Payment method will be online or any other method specified at the time opting for service.

Send an email invoice to the Partner for the amount paid to TheChairr

### **TERM OF THE AGREEMENT**

The term of this Agreement is one year commencing on the Effective Date and will continue to renew automatically for successive one year terms unless terminated in writing on not less than 30 days' written notice by either party, such notice to expire only at the end a one year term.

Either party shall be entitled to terminate this Agreement with immediate effect by written notice to the other if:

the other party commits a material breach of any of the provisions of this Agreement and either that breach is not capable or, in the case of a breach capable of remedy, that party fails to remedy the same within 7 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or the other party is in persistent non-material breach (whether remediable or not) of any of the provisions of this Agreement; an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party;

that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order; that other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting there from effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);

anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party; or the other party ceases, or threatens to cease, to carry on business.



## **CONFIDENTIALITY**

Each party acknowledges that, whether by virtue of and in the course of this Agreement or otherwise, it may receive or otherwise become aware of information relating to the other party, their marketing plans, their clients, customers, businesses, business plans, finances, technology or affairs, which information is proprietary and confidential to the other party (“Confidential Information”).

Each party undertakes to maintain and procure the maintenance of the confidentiality of Confidential Information at all times and to keep and procure the keeping of all Confidential Information secure and protected against theft, damage, loss or unauthorised access, and not at any time, whether during the term of this Agreement or at any time thereafter, without the prior written consent of the owner of the Confidential Information, directly or indirectly, to use, disclose, exploit, copy or modify any Confidential Information, or authorise or permit any third party to do the same, other than for the sole purpose of the performance of its rights and obligations hereunder.

The terms of and obligations imposed by this Clause shall not apply to any Confidential Information which:

- at the time of receipt by the recipient is in the public domain;
- subsequently comes into the public domain through no fault of the recipient, its officers, employees or agents;
- is lawfully received by the recipient from a third party on an unrestricted basis; or
- is already known to the recipient before receipt hereunder.

The recipient may disclose Confidential Information in confidence to a professional adviser of the recipient or if it is required to do so by law, regulation or order of a competent authority.

This Clause shall survive the termination or expiry of this Agreement.

## **LIABILITY**

TheChairr’s maximum aggregate liability under or in connection with this Agreement, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the Charges payable to TheChairr hereunder. Further, TheChairr shall not be liable for any loss of income or profits, loss of contracts or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

Nothing in this Agreement shall exclude or in any way limit TheChairr’s liability for fraud or for death or personal injury caused by its negligence or for its wilful default or any other liability to the extent the same may not be excluded or limited as a matter of law.

This Clause shall survive the termination or expiry of this Agreement.

## **MISCELLANEOUS**

All rights to the Website and the content on it (save for Partner Content) (and all other Intellectual Property Rights belong to or licensed to TheChairr) remain vested in

TheChairr at all times. Nothing in this Agreement shall give the Partner any rights in respect of any such Intellectual Property Rights or of the goodwill associated therewith.

In the event of a change of control or senior management of the Partner, the Partner must bring the existence and terms of this Agreement to the new owner or manager's attention and inform TheChairr of the relevant new personnel's contact details.

Any notice, invoice or other communication which either party is required to serve on the other party shall be sufficiently served if sent to the other party at the address specified in this Agreement (or such other address as is notified to the other party in writing or by email). Notices sent by registered post or recorded delivery shall be deemed to be served three working days following the day of posting. In all other cases, notices are deemed to be served on the day when they are actually received.

Any valid alteration to or variation of this Agreement must be in writing and signed on behalf of each of the parties by a duly authorised officer.

The relationship of the parties is that of independent contractors dealing at arm's length. Except as otherwise stated in this Agreement, nothing in this Agreement shall constitute the parties as partners, joint venturers or co-owners.

Neither party may assign, transfer, charge, sub-contract or otherwise deal with any part or all of this Agreement without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed).

A person who is not a party to this Agreement has no right to enforce any term of this Agreement.

The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.

This Agreement shall be governed and interpreted in accordance with the laws of Mumbai, India.

## **CHOICE**

The Website provides all users with the opportunity to opt-out of receiving non-essential (promotional, marketing-related) communications from us on behalf of our partners, and from us in general, after setting up an account. If you want to remove your contact information from all TheChairr.com lists and newsletters, please inform us on [Hello@TheChairr.com](mailto:Hello@TheChairr.com).

We reserve the right, at any time, to add to, change, update, or modify the Terms and Conditions and all other policies set out in this document or implied otherwise, so please review it frequently. If we do, then we will notify you here, as well as by posting a notice

on our site and/or by e-mailing you, along with a description of any changes (material or otherwise) and, where appropriate, a link to the modified policy so that you can review it.

**OUR CONTACT**

Please send any questions or comments regarding this site to [Hello@TheChairr.com](mailto:Hello@TheChairr.com).