

"MYGLAMM" IS AN ONLINE MARKET PLACE THAT ENABLES THE USER(S) OF THE "MYGLAMM" MOBILE APPLICATION / WEBSITE / TELEPHONE, TO ARRANGE AND SCHEDULE VARIOUS BEAUTY, GROOMING AND WELLNESS SERVICES AT HOME OR ANY OTHER LOCATION DESIGNATED BY THE USER BY BOOKING INDEPENDENT PROFESSIONAL FREELANCE STYLISTS, NOT BEING EMPLOYEES OF THE COMPANY, WHO HAVE BEEN LISTED ON THE APPLICATION FOR EASY CONVENIENCE OF THE USER(S), BY MAKING PAYMENTS ONLINE THROUGH THE APPLICATION. IT IS EXPRESSLY PROVIDED THAT SUCH SERVICES ARE PROVIDED INDEPENDENTLY BY THE STYLISTS. THE USER(S) OF THE APPLICATION AND THE STYLIST SHALL BE SOLELY RESPONSIBLE FOR THEIR BEHAVIOR AND CONDUCT. PLEASE READ THE FOLLOWING TERMS & CONDITIONS CAREFULLY BEFORE ACCESSING OR USING THE APPLICATION.

TERMS & CONDITIONS FOR TRANSACTING AT AND/OR DEALING WITH MOBILE PHONE APPLICATION "MYGLAMM"

This document is an electronic record in terms of the Information Technology Act, 2000 and the rules made thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology (Amendment) Act, 2008. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 and the Information Technology (Reasonable Security Practices And Procedures And Sensitive Personal Data Or Information) Rules, 2011 that require publishing the rules and regulations, privacy policy and user agreement for access and/ or transacting and/ or usage of "MyGlammm" (as defined hereinafter).

"MyGlammm" is an online market place operated through a mobile phone application, website and/ or telephone which is owned and operated by Sanghvi Technologies Private Limited, having its registered office at Sanghvi House, 150/2 Shivaji Nagar, Pune - 411 005 (the "Company") wherein the User(s) (as defined hereinafter) of the "MyGlammm" application can avail of various beauty, grooming and wellness services at home or any other location designated by the User(s) by booking independent professional freelance aestheticians/stylists, not being employees of the Company, but independent beauty stylists whose skills have been verified and updated by the Company using its best endeavors, at its training institutes before being listed on the application / website / telephone by making payments online through the mobile application (the "Application").

All kinds of correspondence should be addressed by post to the registered office address as given above and emailed at hello@myglamm.com.

Use of this Application is regulated by the Terms & Conditions (as defined hereinafter) provided herein. The User's visit, dealing, transacting and/ or otherwise using this Application shall be treated as his/her unconditional acceptance of these Terms & Conditions in their entirety. There is an option given at the first time of log-in to enable the User to express his/her acceptance of these Terms & Conditions. The User shall exercise the said option during the course of any transaction after reading and understanding these Terms & Conditions as his/her acceptance by clicking on the "I Agree" option shall be deemed as him/her having read, understood and agreed to abide by these Terms & Conditions and these Terms & Conditions shall be treated as a legally binding and enforceable agreement between the Company and the User ("User Agreement"). If the User does not agree with any and/ or all of these Terms & Conditions, then he/she should discontinue dealing with and/ or cease to initiate and carry out any transaction(s) on this Application.

The information, Services (as defined hereinafter) including but not limited to communications tools, forums, search services, Third Party Information (as defined hereinafter), offered on this Application, whether now known or hereafter developed, are solely for the User's information and subject to the User's acceptance without modification of the Terms & Conditions and notices contained herein and should not be considered as a substitute for professional advice. The User's use of the Application is

subject to the additional disclaimers and caveats that may appear throughout the Application. The Company, its affiliate companies, associate companies, subsidiaries, management, directors, employees, consultants, advisors, accountants, its affiliate companies, associate companies, subsidiaries, management, directors, employees, consultants, advisors, accountants and/or agents assume no responsibility for any consequence(s) relating directly and/or indirectly to any action and/or inaction that the User may take based on the information and Services and other materials offered on this Application. While the Company strives to keep the information relating to the various Services offered on this Application accurate, complete and up-to-date, the Company, its affiliate companies, associate companies, subsidiaries, management, directors, employees, consultants, advisors, accountants and/or agents cannot guarantee and shall not be responsible for any damage and/or loss caused whether financial or otherwise, related to the accuracy and/or completeness of the User Information (as defined hereinafter) and/or the Third Party Information.

The Company may change, suspend and/or discontinue the Service(s) at any time, including the availability of any feature, data and/or content on the Application. The Company may also impose limits on certain features and Services and/or restrict User's access to parts and/or all of the Services without notice and/or liability to the Users.

I. Definitions

The words and phrases used in these terms are defined as under unless repugnant to the context or meaning thereof:

"**Account**" shall have the meaning ascribed to it in Clause II.

"**Application**" shall have the meaning ascribed to it hereinabove.

"**Cancellation Policy**" shall have the meaning ascribed to it in Clause VII.

"**Company**" shall have the meaning ascribed to it hereinabove.

"**Company Information**" shall have the meaning ascribed to it in Clause III.

"**Force Majeure Event**" shall have the meaning ascribed to it in Clause XII.

"**Policy**" shall have the meaning ascribed to it in Clause XII.

"**Sensitive Personal Information or Data**" refers to personal information of the User which consists of information relating to:

- (i) Password;
- (ii) Financial information such as bank account or credit or debit card or other payment instrument details;
- (iii) Physical, physiological and mental health condition;
- (iv) Sexual orientation;
- (v) Medical records and history;
- (vi) Biometric information;
- (vii) Any detail relating to the above clauses as provided to the Company for providing service; and
- (viii) Any of the information received under the above clauses by the Company for processing, stored or processed under lawful contract or otherwise;

It is expressly provided that any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as Sensitive Personal Information or Data for the purposes of these Terms & Conditions.

"**Service(s)**" shall mean any beauty, grooming and wellness services which are to be provided by the Stylists at the home of the Users for their personal, non-commercial use, being offered for sale on the Application in lieu of the Service Charges as set out against the respective services, on and subject to these Terms & Conditions.

"**Service Charge(s)**" shall mean the charges as set out in the Application against the respective Services which shall include all applicable taxes and as may be amended from time to time by the Company.

"**Stylists**" shall mean aestheticians and stylists, being independent freelancers and not employees of the Company, who have been verified, trained and skilled by the Company at its training institutes before being listed on the Application for providing the Services to the User(s).

"**Refund Policy**" shall have the meaning ascribed to it in Clause IX.

"**Terms & Conditions**" shall mean the terms and conditions set out in this User Agreement which shall include the Policy and the disclaimer, which may be amended from time to time by the Company.

"**Third Party Information**" shall have the meaning ascribed to it Clause III (ii).

"**User(s)**" shall mean any person(s) who visit, use, deal with and/or transact on the Application in any manner whatsoever.

"**User Agreement**" shall have the meaning ascribed to it hereinabove.

"**User Information**" shall have the meaning ascribed to it in Clause II.

"**User View's**" shall have the meaning ascribed to it Clause III (i).

II. Eligibility

In order to use most aspects of the Application, the User must register for and maintain an active personal user services account on the Application ("**Account**"). Any User who is above Eighteen (18) years of age, transacting in Indian Rupees and competent to enter into valid contract under the Indian Contract Act, 1872 shall be eligible to visit, use, deal with and/or transact on the Application by using his/her Account. If the User is not competent to enter into a valid contract, then the User is prohibited to visit, use, deal with and/or transact under the Application. Any visit, dealing and/or transaction on the Application using his/her Account shall be treated as the User's representation that he/she is competent to enter into valid legal contracts under the Indian Contract Act, 1872.

The User hereby agrees to be responsible and liable, whether financially and/or otherwise while availing any Services and for access of the Application (as well as for use of the Account by others, including without limitation minors). The User represents and warrants that all information supplied by the User to create the Account, access the Application and avail of the Services, including without limitation, the User's Sensitive Personal Information or Data are true, correct, accurate and up-to-date ("**User Information**"). Failure to provide accurate information may subject the User to civil and criminal liability. This User Agreement is void to the extent as may be prohibited by any applicable law, and the right to access the Application is revoked in such jurisdictions in India.

III. Content

(i) Company Information

The Company has the rights, title, ownership and interest in any content, information, description of Services and/or any materials and data displayed by the Company on the Application including the Company's trademarks, service marks, logos and/or copyrights ("**Company Information**").

It is expressly provided that the Company Information is protected under the applicable intellectual property rights laws and the User undertakes to abide by all the copyright notices and relevant obligations contained in this User Agreement.

The User further undertakes not to commit any act and/or omission which shall have an adverse impact on the rights of the Company in the Company Information and any such act and/or omission shall subject the User to civil/criminal liability as may be applicable.

It is further provided that if any User intends to use the Company Information for any purpose such as providing commentary/feedback in respect to the Application and/or the Services and/or writing any articles, blogs, comments, reviews, opinions, etc. ("**User View's**"), he/she shall obtain prior written permission from the Company. The User further undertakes to give proper credit and ensure that the Company's copyright notice appears on all copies and that no documents or graphics, including logos, available from the Application will be modified in any way.

The User is advised that the Company will aggressively enforce its intellectual property rights in the Application and the Company Information to the fullest extent under the applicable law, including by seeking appropriate remedies, solely at the User's risk as to costs and consequences. Further, the User undertakes to indemnify and keep indemnified the Company and/or its shareholders, directors, employees, officers and affiliates, partners, associate/subsidiary companies/entities, advisors, accountants, agents, consultants, contractors, partners and/or suppliers for all claims arising from infringement of the intellectual property rights of the Company by the User.

(ii) **Third Party Information**

It is expressly stated that any feedback, commentary, comments, reviews, blogs, opinions, views and articles provided on the Application by any third party including advertisements and third party links ("**Third Party Information**") are not the views and/or opinions of the Company.

The Services may be made available or accessed in connection with third party services and Third Party Information that the Company does not control. It is expressly provided that the Company does not endorse and shall not be responsible and/or liable in respect of any third party services or Third Party Information whether financially and/or otherwise and the User shall be solely responsible for accessing and/or relying on such third party services or Third Party Information.

Further, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this User Agreement if the User accesses the Services using applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this User Agreement and are not responsible for the provision or support of the Services in any manner. The User's access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

IV. Registration Data

- The User shall be entitled to use the Application for any transaction after creating an Account and getting himself/herself registered on the Application and after furnishing all User Information relating to the User as sought on the Application. The User shall be solely responsible for all the activity that occurs under his/her Account, and to maintain the security and secrecy of his/her Account username and password at all times. Further, Each User may only possess only One (1) Account, unless otherwise permitted by the Company in writing.
- The User shall be solely responsible for the accuracy and correctness of all such User Information given by him/her during registration. The Company shall be entitled to cross verify those details, if it deems fit. If the Company has reason to doubt the correctness of any User Information furnished by the User or in case any User Information furnished by the User is found incorrect, false or misleading then the Company shall be entitled to cancel or suspend the Account of the User permanently or for such period as the Company deems fit. Further, the User shall be liable to be prosecuted and/or punished under applicable laws.
- If the User Information changes, the User may correct, delete inaccuracies, or amend information by making the change through the Application or by contacting the Company. The Company will make all reasonable efforts to make requested changes as soon as reasonably practicable. Further, if the User wishes to cancel his/her Account he/she may cancel the same through the Application or contact the Company.
- The User shall not (a) select or use name, User ID, mobile number and/or email ID of another person with the intent to impersonate that person; or (b) use as a User ID, a name subject to any rights of a person other than the User without appropriate authorization. The Company reserves the right to refuse registration of or cancel User's Account at its discretion.
- The User expressly states that the User Information provided by him/her to the Company is correct and complete in all respects and does not contain any false, distorted, manipulated, fraudulent or misleading facts. The Company expressly disclaims any liability arising out of the User Information provided by the User. Further, the User expressly agrees that the Company is not responsible for the accuracy and authenticity of the User Information provided by him/her to the Company and the User agrees to indemnify the Company for all losses incurred by him/her due to any false, distorted, manipulated, defamatory, libelous, vulgar, obscene, fraudulent or misleading facts made by him/her to the Company.
- In order to ensure that the Company is not violating any rights which the User might have in his/her User Information, the User hereby agrees to grant the Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, and database rights (but no other rights) which the User has in his/her User Information, in any media, known either now or in the future, solely to enable the Company to use the User Information that the User supplies to the Company. The Company will only use User Information in accordance with the Terms & Conditions.
- User agrees and understands that the Company shall not be responsible in any manner whatsoever for (i) delivery of the Service(s) at a wrong address furnished by the User; (ii) any loss and/or damage to the User due to incorrect, incomplete and/or false information furnished by the User; or any deficiency in payment of consideration payable towards the Service(s) purchased on the Application.
- The Company may use the User Information to send the User promotional communications via text messages and other notification methods.

V. Representations and Warranties

The User represents, warrants, covenants and undertakes that he/she is the owner and/or is authorised to share the User Information given by him/her on the Application. The User confirms that the User Information is correct, complete, accurate, not misleading, does not violate any statutory enactment, notification, order, circular, policy, rules and regulations and is not injurious to any person and/or property.

- The User undertakes to indemnify and keep indemnified the Company and/or its shareholders, directors, employees, officers, affiliates, associate/subsidiary companies/entities, advisors, accountants, agents, consultants and/or contractors for all claims resulting from User Information that the User supplies to the Company and/or posts in any chat-rooms, bulletin boards or other interactive areas provided under the Application. The Company shall be entitled to remove any such User Information posted by the User without any prior intimation to the User.
- The User understands that the Company does not have any control on accuracy of User Information submitted by anybody on the Application and therefore agrees that the Company shall not be responsible for any loss, damage, cost, expenses etc. due to inaccuracy of any User Information and/or Third Party Information submitted by User or anybody else on the Application.
- The User acknowledges and understands that the disclosure of the User Information on the Application by the User is an express consent, given freely and voluntarily by the User to the Company to use such User Information for the purposes set out under the Terms & Conditions.
- The User agrees and undertakes that he/she shall be solely responsible for his/her User Information and confirms that he/she shall not host, display, upload, modify, publish, transmit, update or share any User Information that:
 - (i) is incorrect, incomplete, irrelevant and inaccurate.
 - (ii) is fraudulent.
 - (iii) belongs to another person and to which the User does not have any right to;
 - (iv) is grossly harmful, "stalking", harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy, hateful or racially, ethically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
 - (v) harms minors in any way;
 - (vi) infringes any patent, trademark, copyright and/or other proprietary rights;
 - (vii) violates any law for the time being in force;
 - (viii) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - (ix) impersonates another person;
 - (x) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - (xi) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states or public order or causes incitement to the commission of any

cognizable offence or prevents investigation of any offence or is insulting any other nation.

- (xii) is seditious, abusive, discriminatory, tortuous, scandalous, inflammatory and/or liable to incite racial, ethnic or religious hatred; and/or in breach of confidence, in breach of privacy and/or causes annoyance and/or inconvenience.
- (xiii) does not create liability for the Company or cause the Company to lose (in whole or in part) the services of the Company's ISPs or other suppliers.
- (xiv) is not in the nature of political campaigning, unsolicited or unauthorized advertising, promotional and/ or commercial solicitation, chain letters, pyramid schemes, mass mailings and/or any form of 'spam' or solicitation.

Further, the User agrees and understands that the Company reserves the right to remove and/or edit such User information.

- The User undertakes that he/she shall not attempt to gain unauthorized access to any features on the Application, other Users' account(s), computer/software systems and/or networks connected to the Application through hacking, phishing, password mining and/or any other means (whether now known or hereafter developed or invented). The User shall not or shall not attempt to obtain any materials or information through any means not intentionally made available to User through the Application. Further, the User shall not provide link to, mirror or frame any portion of the Application or decompile, reverse engineer or disassemble the Application, its content and/or its features except as may be permitted by applicable law.
- The User undertakes not to enter into any independent agreement or arrangement with the Stylists for services outside of the Application.
- The User will do the preparation for receiving the Services as per the requirement of the Company and shall provide a safe and secured environment for the Stylist(s) to deliver the Services and the User shall not do anything to harm the Stylist(s).

VI. Services

- Any User who is desirous of receiving the Services at his/her home shall register himself/herself through the Application and book the Stylists listed on the Application and choose from the list of Service which the User wishes to avail by making the payment online directly to the Company in accordance with the Payment Terms as set out in Clause X of these Terms & Conditions.
- The Users shall make the booking in advance as per the requirements of the Company to avail of any Stylists and Services available on the Application. The Services will be available subject to online booking availability and acceptance and the Company does not guarantee availability of Stylist's and Services at all times.
- In case the Stylist fails to visit the User, for any reason not attributable to the User, the Service Charges paid by the User will be refunded in accordance with the Refund Policy set out in Clause IX of these Terms & Conditions.
- Further, if the User wishes to cancel the booking, he/she may do the same in accordance with the Cancellation Policy as set out under Clause VII of these Terms & Conditions and thereafter the Service Charges will be refunded in accordance with the Refund Policy and the refund will be made to the User's account as per the mode of payment selected at the time of purchase of the Service(s).

- The Company hereby expressly states that any request from the User in respect to any change in the Services purchased by the User through the Application shall not be accepted by the Company.

VII. Cancellation

- The Company reserves the right at any time after receipt of User's booking to accept or decline User's booking for any reason which will be intimated to the User reasonably in advance and any Service Charges paid shall be refunded to the User's account. The Company may require additional verifications or information before accepting any booking, which shall be provided by the User.
- The Company shall have the right to refuse or cancel any booking made for availing of the Services listed at an incorrect price or containing any other incorrect information or typographical errors, whether or not the booking has been confirmed and User's credit/debit/cash card charged. However, it is expressly provided that in the event the User's credit/debit/cash card has already been charged for such booking, the Company shall issue a credit to User's credit/debit/cash card account for the amount of the charge.
- The User shall be entitled to cancel booking of any Service, booked on the Application, by placing a "**Cancel Order**" request, by logging a call with Company's Customer Care Centre by phone or on the Application (whichever is available) 24 hours before the scheduled time for availing the Service which has been booked.
- Any add-on/promotional Services which may be offered to the User along with the Services booked by him/her shall not be available on cancellation of the said Services by the User.
- The aforesaid terms and conditions in respect to cancellation shall be referred to as the "**Cancellation Policy**". The User will be bound by the Cancellation Policy of the Company and shall not hold the Company liable for any loss that she/ he may incur due to cancellation of the bookings.
- The Company reserves the right to withdraw or modify any add-on/promotional Services and/or offers at any time without any liability towards the User(s).

VIII. No Warranty for Freebies

Add-on/promotional Services given with any of the Services purchased from the Application will not be exchanged and/or covered under any kind of warranty.

IX. Refund Policy

- Any cancellation made in accordance with the Cancellation Policy qualifies for payment reversal.
- All eligible refunds against cancellation of bookings by the User in accordance with the Cancellation Policy will be subject to deduction of Two Percent (2%) of the price already paid for the Service (Transaction value) as Banking and Transaction charges and balance would be processed to be refunded to the User. The User understands and agrees to such deduction by putting cancellation request for any booking in accordance with the Cancellation Policy.
- The User shall have the option to retain 100% of the eligible refund in MyGlamm credit which can be used by the User for any future Services of the same or higher amount.

- Any eligible refund will be initiated by the Company within Fifteen (15) working days of receipt of request for cancellation of the booking. However, it will be credited to User's bank account within such time as taken by banking channels to process refund transaction.
- All refunds will be made out through crediting the account of the User from which the payments were made by him/her.

The aforesaid terms and conditions in respect to refund by the Company shall be referred to as the "**Refund Policy**".

X. Payment Terms

The User shall be entitled to use his/her valid credit/debit and/or any other payment cards, net banking facility or cash to make payment of the Service Charges against any booking being made on the Application. The User undertakes and confirms that he/she shall furnish at his/her own risk correct, complete and accurate details of credit/debit and/or any other payment cards, net banking accounts and shall be solely responsible for any cost, expense, loss and/or damage which may be suffered by him/her due to furnishing of wrong details/information relating to his/her credit/debit and/or any other payment cards or net banking accounts. In the event of any data theft, the Company shall not be liable for the same.

The User expressly agrees and declares that the Company shall not be liable for the loss of any nature whatsoever including without limitation indirect, consequential, special and/or incidental damages to the User arising, directly or indirectly, out of decline of authorization for any transaction, resulting from the User exceeding his/her preset permissible payment limit under the credit/debit and/or any other payment cards and/or net banking accounts.

The Company confirms that the details provided by the User in this regard shall be kept confidential and shall not be disclosed to any third party except to the extent required under the rules of any stock exchange and/or by applicable laws, regulations and/or processes of any government authority and/or in connection with any judicial process regarding any legal action, suit and/or proceeding arising out of and/or relating to this User Agreement. In the event of any data theft, the Company shall not be liable for the same.

Further, the Company actively reports and prosecutes actual and suspected credit/debit/cash card fraud.

The Service Charges are intended to compensate the Stylist for the Services provided and the Company does not designate any portion of the Service Charges as a tip/gratuity to the Stylist. The User understands and agrees that, while he/she is free to provide additional payment as a gratuity to any Stylist who provides the User any Services, the User is under no obligation to do so. Tips/gratuities are voluntary. After the User has received the Services, he/she will have the opportunity to rate his/her experience and leave additional feedback about his/her Stylist.

The Company captures certain information during the booking process, including time, date, IP address, and other information that will be used to locate and identify individuals committing fraud. If any booking is suspected to be fraudulent, all records will be submitted with or without a subpoena to all law enforcement agencies and to the credit/debit/cash card company for fraud investigation. The Company will cooperate with authorities to prosecute offenders to the full extent of the law.

The Company shall take all reasonable precautions to protect the information provided by the User. However, it is expressly provided and accepted by the User that the Company shall not be responsible and/or liable financially and/or otherwise for any third party action which results in the User Information provided by the User being exposed and/or misused by such third party who accessed such User Information without any authorisation from the Company.

XI. Disputes Between Users And Stylists

The User's interactions with the Stylist(s), including the performance of any Service and any other terms, conditions, warranties or representations associated with those transactions or dealings, are solely between the User and the Stylist. The User should take reasonable precautions and make whatever investigation or inquiries he/she deems necessary or appropriate before proceeding with any transaction.

The User acknowledges and understands that deciding whether to use the Services of a Stylist or use information contained on the Application is his/her personal decision for which he/she alone is responsible and that the Company does not and cannot make representations as to the suitability of any Stylist that the User may decide to interact with through the Application and/or the accuracy or suitability of any advice, information or recommendations made by any such Stylist. Further, the User expressly agrees that the Stylist shall be solely responsible and liable for her/his actions and behavior with the User and the Company cannot make representations as to the suitability of any Stylist that the User may decide to interact with through the Application or otherwise.

XII. Force Majeure

"**Force Majeure Event**" means any event due to any cause beyond the reasonable control of the Company and/or the Stylists, including, without limitation, acts of God, fire, flood, earthquake, explosion, civil commotion, strikes, lockout, and/or industrial action of any kind, riots, insurrection, hostilities whether war be declared or not, acts of government, governmental orders or restrictions, unavailability or breakdown of any communication system and/or transport facility, sabotage, breakdown and/or hacking of the Application and/or its features, software or contents provided for availing the Services listed on the Application, such that it is impossible to perform the obligations under the User Agreement, or any other cause or circumstances beyond the control of the Company and/or the Stylists hereto which prevents timely fulfillment of obligation of the Company and/or the Stylists hereunder.

The Company and/or the Stylists shall not be liable for any failure and/or delay on its part in performing any of its obligation under this Agreement and/or for any loss, damage, costs, charges and expenses incurred and/or suffered by the User by reason there of if such failure and/or delay shall be result of or arising out of the aforesaid Force Majeure Event.

XIII. Privacy Policy

- The Company understands the importance of protecting the User's privacy and is committed to using reasonable safeguards for the privacy of the Sensitive Personal Information or Data that it collects, possesses, uses, processes, records, stores, transfers, discloses, deals with, handle and receives, by and on behalf of the User(s) while rendering Services to the User(s). A few of the methods that may be used to collect usage information include, without limitation, the following (and subsequent technology and methods hereafter developed):
 - (i) **Cookies** - A cookie is a data file placed on a device when it is used to access the Services and a flash cookie is a data file placed on a device via the Adobe Flash plug-in that may be built-in to or downloaded by the User on his/her device. Cookies and flash Cookies may be used to facilitate and enhance the User's experience on the Application by remembering the User and his/her preferences and tracking his/her visits to the Application, etc. If the User does not want information to be collected through the use of cookies, he/she may disable or control the use of cookies by setting a preference within the web browser or on his/her device, however if the User chooses to disable cookies or

flash cookies, some features of the Application may not function properly or may not be able to customize the delivery of information to the User.

- (ii) **Web Beacons** - Small graphic images or other web programming code called web beacons, also known as "1x1 GIFs" or "clear GIFs" may be included in the Company's web and mobile pages and messages. The web beacons are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Users. Web beacons are embedded invisibly on web pages and they help the Company to better manage content on our Application by informing us what content is effective, count Users of the Application, monitor how users navigate the Services, count how many e-mails that we send were actually opened or to count how many particular articles or links were actually viewed.
- (iii) **Embedded Scripts** - An embedded script is programming code that is designed to collect information about the User's interactions with the Application, such as the links clicked on. The code is active only while the User is connected to the Application, and is deactivated or deleted thereafter.

XIV. Amendments

The Company is entitled, at its sole discretion or as may be required by law, to update, amend or modify these Terms & Conditions of the User Agreement at any time without giving any prior intimation to anybody and such amendments shall be effective from the date of posting updated Terms & Conditions of the User Agreement by the Company. User shall be responsible for reviewing and becoming familiar with any such modifications/amendments from time to time and shall be bound by the Terms & Conditions of the User Agreement as amended by the Company from time to time. Use of the Services by the User following such notification constitutes User's acceptance of the Terms & Conditions of the User Agreement as amended.

XV. Disclaimer

The User acknowledges and understands that the Stylists are professional independent freelancers and not employees of the Company and the Company is only an online market place listing the Services and the Stylists who render the Services. In light of the above, the User shall not hold the Company responsible and/or liable whether financially and/or otherwise for the Services rendered by the Stylists and/or any misconduct on the part of the Stylist.

The Company shall also not be responsible and/or liable for the beauty and cosmetic products used by the Stylists and the User shall inform and disclose to the Stylists any health problems and/or medical complications which the Users have before the Stylist commences the rendering of the Services which the User has availed from the Application or thereafter.

Further, the User acknowledges and understands that the Company does not in any manner endorse, warrant and/or guarantee and/or shall not be responsible and/or liable whether financially and/or otherwise for the authenticity of the content including the User Information, User Views and the Third Party Information provided on the Application by the Users and/or any third party in any manner whatsoever. It may include inaccuracies and/or typographical errors. Further, any advice received via the Application either from other Users, Stylists and/or any third party should not be relied upon for personal, legal and/or financial decisions and the User should consult a professional for specific advice.

The User acknowledges that the Company has made its best endeavours to secure the Application and has employed reasonable security measures and standards to protect the User Information provided by the User on the Application. Except for the obligations of security expressly undertaken

by the Company under the Terms & Conditions of the User Agreement, the Company shall not be held responsible and/or liable to the User in respect to any nature of leakage of the User Information.

The Application will be subject to changes and/or improvements periodically. During the process of up-gradation, repair, maintenance and/or improvements of contents/systems/programs/software it may be suspended for any use. The Company shall not be liable for any inconvenience, loss, damage, cost, expenses which may be incurred by anybody due to unavailability of the Application for any use.

The Company shall not be held liable in any event, for any special, punitive, incidental, consequential loss and/or damages (direct and/or indirect) whatsoever including, without limitation, damages for loss and/or damage to any person and/or property arising out of or in connection with the use of and/or performance of the Application, with the delay and/or inability to use the Application, the provision of or failure to provide for any information, obtained through the Application and/or otherwise arising out of the use of the Application. The User shall verify the veracity of all information on his/her own before placing reliance and acting thereupon. The Company shall not be responsible and/or liable for any consequential damages arising on account of the User's reliance on the contents of the Application. Further, the Company shall not be responsible in any manner whatsoever for any third party action which results in the User Information provided by the User being exposed, misused and/or by such third party who accessed such User Information without any authorization from the Company.

The User acknowledges that he/she is responsible for obtaining the data network access necessary to use the Application and his/her mobile network's data and messaging rates and fees may apply if he/she accesses or uses the Application from a wireless-enabled device. Further, the User is responsible for acquiring and updating compatible hardware or devices necessary to access and use Applications and any updates thereto. The Company does not guarantee that the Application, or any portion thereof, will function on any particular hardware or devices.

The Company does not make any representation, warranty and/or guarantee whatsoever as to the (a) availability, timelines, lack of viruses and/or other harmful components, accuracy, adequacy, reliability, completeness, suitability and/or applicability of the information to a particular situation; (b) that the service on the Application will be uninterrupted, timely, secure, and/or error-free; (c) the Application will be free from malfunctions and delays which are inherent in the use of the internet and electronic communications, (d) all the Company Information, software, the Application and related graphics are provided "as is" without warranty of any kind. The Company hereby disclaims all warranties and conditions with regard to the Company Information, software, including all implied warranties and conditions of, workmanlike effort, title and non-infringement.

XXIII. Governing Law And Jurisdiction

This Agreement shall be governed by, construed interpreted, and enforced in accordance with the laws of India. Except for injunctive reliefs, specific performance and damages any other disputes arising in respect hereto shall be subject to exclusive jurisdiction of the Courts of Mumbai.

XXIV. Severability

Should any provision of this Agreement be determined to be unenforceable and/or invalid, or any transaction contemplated hereby determined to be unlawful by any court of law, or competent government body for any reason, all other provisions shall continue (except if this Agreement stands terminated) in full force and effect.

Confirmation And Acceptance

The User hereby states that he/she has read and understood the aforesaid Terms and Conditions of the User Agreement and hereby declares, confirms, accepts and undertakes to abide by the Terms and Conditions of the User Agreement at all times. The User acknowledges and declares that the Terms and Conditions of the User Agreement are legally binding and enforceable.

I ACCEPT