

## Terms & Conditions

### 1. Definitions

Unless the context otherwise requires or unless otherwise defined or provided for herein, in this terms and conditions (“**T&C**”), the following words and expressions shall have the following meanings:

- 1.1 “**Act**” shall have the meaning ascribed to it in Clause 19.1;
- 1.2 “**Affiliate**” of a Person (the “**Subject Person**”) shall mean (i) in the case of any Subject Person other than a natural person, any other person that, either directly or indirectly through one or more intermediate persons, Controls, is Controlled by or is under common Control with the Subject Person, and (ii) in the case of any Subject Person that is a natural Person, shall mean and include a Relative of such Subject Person or a person that, either directly or indirectly through one or more intermediate persons is Controlled by such Subject Person;
- 1.3 “**Agreement**” shall have the meaning ascribed to it in Clause 3.1;
- 1.4 “**Change**” shall have the meaning ascribed to it in Clause 16.1;
- 1.5 “**Confidential Information**” shall mean: (i) technical information and materials, including but not limited to computer programs, software, databases, data products, data solutions, methods, know-how, technological data, technological prototypes, processes, discoveries and similar items; (ii) information and materials, including but not limited to financial information, business plans, business proposals, trade secrets, intellectual property, customer contract terms and conditions, pricing and bidding methodologies and data, sales data, customer lists, customer or contact information, customer preferences and other business information, supplier lists, supplier contact information, supplier preferences and other business information, vendor lists, vendor contact information, vendor preferences and other business information, business partner lists, business partner contact information, business partner preferences and other business information, and similar items; (iii) information and materials relating to future plans, including but not limited to pending projects and proposals; (iv) information and materials, including but not limited to employee lists and contact information, employee performance information, employee compensation information, recruiting sources, contractor and consulting information, contacts, and cost, and similar information; (v) information or material that gives (or other discloser of information, as applicable) an advantage with respect to competitors in the field, by virtue of not being known by those competitors; (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the execution of this Agreement); (vi) any information whatsoever concerning or relating to: (a) any dispute or claim arising out of or in connection with this Agreement; or (b) the resolution of such claim or dispute; and (vii) any information or materials prepared by or for a Party or its representatives that contain or otherwise reflect, or are generated from, Confidential Information;

- 1.6 **“Control”** (including, with its correlative meanings, the terms **“Controlled by”** or **“under common Control with”**) means (a) the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of a Person whether through the ownership of voting securities, by agreement or otherwise, or the power to elect more than half of the directors, partners or other individuals exercising similar authority with respect to a Person; or (b) the possession, directly or indirectly, of a voting interest in excess of 50% (Fifty Percent) in a Person;
- 1.7 **“Dispute”** shall have the meaning ascribed to it in Clause 19.1;
- 1.8 **“Force Majeure”** shall have the meaning ascribed to it in Clause 15.1;
- 1.9 **“KYC”** means know your customer;
- 1.10 **“Leverage”** shall have the meaning ascribed to it in Clause 2.2;
- 1.11 **“Materials”** shall have the meaning ascribed to it in Clause 14.1;
- 1.12 **“Parties”** shall mean You and Leverage;
- 1.13 **“Platform”** shall have the meaning ascribed to it in Clause 2.2;
- 1.14 **“Relative”** shall have the meaning ascribed to it under Section 2(77) of the Companies Act, 2013;
- 1.15 **“Service Agreement”** shall have the meaning ascribed to it in Clause 4.2.12;
- 1.16 **“Services”** shall have the meaning ascribed to it in Clause 2.2;
- 1.17 **“T&C”** shall have the meaning ascribed to it in Clause 1; and
- 1.18 **“Third Party Service Provider”** shall have the meaning ascribed to it in Clause 2.3;
- 1.19 **“You”** shall mean the individual/consumer who uses the Platform or avails the Services through the Platform.

## **2. Use of the Platform Services**

- 2.1 This T&Cs is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- 2.2 Please read the following T&C carefully before registering on, accessing, browsing, downloading or using the website located at , (hereinafter collectively, the **“Platform”**) run by Leverage Ed-Tech Private Limited, having its registered office

at 19/47, S/F Block-19, Old Rajinder Nagar, Near Rajinder Park, Delhi, Delhi 110060 India ("**Leverage**") on any device and/or before availing services offered by Leverage on the Platform in connection with accommodation or housing or any other ancillary service that may be offered by Leverage on the Platform (hereinafter individually, and collectively, the "**Services**"). For the avoidance of doubt, it is clarified that these terms and conditions shall apply to all Services, whether offered by Leverage or its Affiliates.

- 2.3 Services may include links to third-party websites or services of accommodation providers and related ancillary accommodation service providers ("**Third Party Service Provider**"). Leverage does not endorse or control these Third Party Service Providers and accordingly will not be responsible for the accuracy of information provided by such Third Party Service Providers, their services or actions. By using a Third Party Service Provider's website or Services, you shall abide by the terms of such Third Party Service Provider.

### **3. Acceptance**

- 3.1 By registering on, accessing, browsing, downloading or using the Platform for any general purpose or for the specific purpose of availing any Service, You agree to be bound by the T&C and/or any service-specific terms and conditions applicable to each Service and/or any Third Party Service Provider's terms and conditions applicable to each Service. The T&Cs contemplated herein shall also include any additional or modified terms and conditions in relation to the Services or any additional or modified service-specific terms and conditions in relation to any Service or any future service that may be offered by Leverage on the Platform, all of which terms are made a part or shall be made a part of these T&C by this reference. By registering on, accessing, browsing, downloading or using (as applicable) the Platform or availing any Service, You automatically and immediately agree to all the T&C. If at any time You do not accept or agree with any of the T&C or do not wish to be bound by the T&C, You may not access, browse or use the Platform and immediately terminate Your availing the Services. Accepting or agreeing to the T&C shall constitute a legal contract (hereinafter **Agreement**) between You, being at least 18 years of age and an individual user of the Platform or a customer or beneficiary of the Services, and Leverage. All Services are rendered by Leverage through the Platform under the brand name "FLY Homes (or any derivatives or variations thereof). Consequently, all the rights, benefits, liabilities and obligations under the T&C shall, as the case may be, accrue to the benefit of, or incurred by, Leverage, regarding Your use of the Services or any such other services which may be added on the Platform and which shall henceforth be a Service, from time to time. The Services shall be used by You subject to Your adherence with the T&C. As long as You accept and comply with these T&C, Leverage grants You a personal, non-exclusive, non-transferable, limited, revocable privilege to enter and use the Platform and/or avail the Services.

### **4. Eligibility**

- 4.1 The Services are not available to persons under the age of 18 or to anyone previously suspended or removed by Leverage from availing the Services or accessing the Platform. By accepting the T&C or by otherwise using the Services on the Platform,

You represent that You are at least 18 years of age and have not been previously suspended or removed by Leverage, or disqualified for any other reason, from availing the Services or using the Platform. In addition, You represent and warrant that You have the right, authority and capacity to enter into this Agreement and to abide by all the T&C as part of this Agreement. Finally, You shall not impersonate any person or entity, or falsely state or otherwise misrepresent Your identity, age or affiliation with any person or entity. Finally, in the event of any violation of the T&C, Leverage reserves the right to suspend or permanently prevent You from availing the Services or using the Platform.

- 4.2 You expressly acknowledge and agree that:
  - 4.2.1 You are a legal person/entity;
  - 4.2.2 You are capable of entering and authorized to enter into a legally binding agreement;
  - 4.2.3 Your employees, officers, representatives, and other agents accessing Platform or availing the Services through the Platform are duly authorized to access the Services and to legally bind You to these terms and all actions;
  - 4.2.4 all registration information You submit is accurate and truthful;
  - 4.2.5 You will maintain the accuracy of such information;
  - 4.2.6 You are not barred or otherwise legally prohibited from accessing or using Platform or Services under the laws of India;
  - 4.2.7 You are an entity duly constituted and validly existing under the Applicable law;
  - 4.2.8 You agree to provide KYC and similar relevant details and documents to Leverage, in electronic and physical form, as may be required by Leverage. Further, You hereby authorise Leverage to use Your KYC and details for all such Services that Leverage may offer, by itself or through Third Party Service Providers, from time to time;
  - 4.2.9 You agree and understand that at the time of registration with Leverage, a username and password shall be generated which enables You to access Your unique and personal dashboard on the Leverage interface and view transactions. You shall not share the username and password with other persons and acknowledge that such sharing shall cause irreparable harm to Leverage and that You shall be liable to indemnify Leverage for any loss or damage suffered as a result of any unauthorised use;
  - 4.2.10 It is agreed that Leverage shall be entitled to rely upon all electronic communications, orders or messages sent to Leverage by You. Leverage shall not be obligated to verify or make further inquiry into the identity of the sender, or integrity of any communications. Leverage shall not be responsible for any losses sustained through the use of stolen or hacked devices or fraudulent electronic transactions;

- 4.2.11 All information provided to Leverage is true and correct and is not misleading. In addition, You agree to provide further information from time to time as maybe required by Leverage or any such Third Party Service Provider;
- 4.2.12 You agree and understand that, in the event You avail any Service, You will execute an agreement with such Third Party Service Provider ("**Service Agreement**"), as may be applicable, which will be binding on You and Your heirs/executors.
- 4.2.13 Leverage will not be liable for any act/omission of any such Third Party Service Provider arising out of the Service Agreement or otherwise;
- 4.2.14 You will always comply with the terms and conditions of the Service Agreement;
- 4.2.15 Leverage is only acting as a facilitator between You and Third Party Service Providers in connection with the Services;
- 4.2.16 The provision of Services shall be at the sole discretion of the relevant Third Party Service Provider, in accordance with such Third Party Service Provider's policies prevailing at the time of processing of such Service. Leverage shall not be liable for any losses, claims and/or damages arising out of or relating to the rejection of any such application in respect of the Services by the relevant Third Party Service Provider; and
- 4.2.17 By using any Services provided by Leverage on the Platform, You agree to share your details with any Third Party Service Provider for the fulfilment of the Services.

## **5. Other Terms and Conditions**

- 5.1 Additional terms and conditions may apply in order for You to avail specific Services and to specific portions or features of the Platform, including contests, promotions or other similar features, all of which terms are made a part of these T&C by this reference. You agree to abide by such other terms and conditions, including where applicable, representing that You are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these T&C and the terms posted for or applicable to a specific portion of the Platform or for any Service offered on or through the Platform, the latter terms shall control with respect to Your use of that portion of the Platform or the specific Service. Leverage may make changes to any Services offered on the Platform, or to the applicable terms for any such Services, at any time, without notice. The materials on the Platform with respect to the Services may be out of date, and Leverage makes no commitment to update the materials on the Platform with respect to such Services. The following terms also govern and apply to Your use of the Platform, and they are incorporated herein by this reference.
- 5.2 Leverage acts as a mere facilitator between You and the Third Party Service Providers.
- 5.3 For providing the above-mentioned Services to You, Leverage shall, on behalf of the Third Party Service Provider, collect information/documents from You and share such information/documents with such Third Party Service Provider. The Privacy Policy shall govern the collection, storage, usage, and transfer of the information shared by You.

- 5.4 Leverage may share Your personal data with other corporate entities and Affiliates, including but not limited to entities and Affiliates in foreign jurisdictions, to facilitate the Services. Furthermore, any information shared by You or collected by us may be shared with the Third Party Service Providers so as to ensure regulatory compliances in relation to our Services.
- 5.5 You understand and acknowledge that Leverage has partnered with various Third Party Service Providers for the Services. By using a Third Party Service Provider, you shall abide by the terms of such Third Party Service Provider.
- 5.6 In the event any Third Party Service Provider stores any information, Leverage will not be responsible for such storage, and it will be solely at your discretion to allow such Third Party Service Provider to store such information. Any loss of such information or any loss incurred by You due to the usage of such information will be solely a loss incurred by You, and Leverage is in no way liable for any such losses and is neither responsible to reimburse / make good such losses in any manner whatsoever. It is recommended for You to read and understand the terms and conditions and the privacy policy of such Third Party Service Provider whose services You may use.
- 5.7 You undertake that you shall be availing our Services only for lawful purpose. You hereby represent and warrant that by availing the Services, You shall be in compliance of and not contravene the anti-money laundering laws. You agree to indemnify and agree to keep indemnified and harmless Leverage from any loss, costs, charges, expenses that may be levied upon or may be incurred by Leverage or in the event that any regulatory action is taken against Leverage in the event that any remittance transaction in lieu of the Services is found to be in violation of law in India.

## **6. Communication Policy**

- 6.1 By accepting the T&C, You accept the following:
- 6.1.1 Leverage may send alerts to the mobile phone number provided by You while registering with the Platform for Services or on any updated mobile number subsequently provided by You on the Platform, or via e-mail or push notifications. The alerts shall be received, in case of SMS, only if the mobile phone is in 'On' mode to receive the SMS, in case of e-mail, only if the e-mail servers and e-mail ids are functional, and in case of push notifications, if the user has enabled the receipt of such notifications. If the mobile phone is in 'Off' mode or if the e-mail servers or ids are not functional or if the push-notifications feature has been turned off, then You may not get the alert at all or get delayed messages.
- 6.1.2 Leverage will make best efforts to provide alerts via SMS/e-mail/push notifications and it shall be deemed that You shall have received the information sent from Leverage as an alert on the mobile phone number or e-mail id provided during the course of, or in relation to, using the Platform or availing any Service. Leverage shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert. You shall not hold Leverage liable for non-availability of the SMS/email alert/push notifications service in any manner whatsoever.

- 6.1.3 You shall comply with the terms and conditions of Third Party Service Providers in connection with the Services. You authorize Leverage to contact You and communicate with You for any Service or Offer(s). Leverage may use third party service providers to send alerts or communicate with You. You authorize Leverage to override the DND settings to reach out to You over calls, SMS, emails and any other mode of communication.
- 6.1.4 The SMS/e-mail alert/push notification service provided by Leverage is an additional facility provided for Your convenience and that it may be susceptible to error, omission and/or inaccuracy. In the event that You observe any error in the information provided in the alert, You shall immediately inform Leverage about the same, Leverage will make the best possible efforts to rectify the error as early as possible. You shall not hold Leverage liable for any loss, damages, claim, expense including legal cost that may be incurred/suffered by You on account of the SMS/e-mail alert/push notification facility.
- 6.1.5 The clarity, readability, accuracy and promptness of providing the SMS/e-mail alert/push notification service depends on many factors including the infrastructure and connectivity of the service provider. Leverage shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
- 6.1.6 You shall indemnify and hold harmless Leverage and the SMS/e-mail service provider, including its Affiliates, and their respective agents, officers, employees, directors and shareholders (and persons holding comparable positions) from any damages, claims, demands, proceedings, losses, costs, charges and expenses whatsoever, including legal charges and attorney's fees which Leverage or the SMS/e-mail service provider may at any time incur, sustain, suffer or be subjected to as a consequence of, or arising out of, any of the following: (i) misuse by You or improper or fraudulent information provided by You; (ii) incorrect number or a number that belongs to an unrelated third party provided by You; and/or (iii) the customer receiving any message relating to the Services from Leverage and/or the SMS/e-mail service provider.

## **7. Use of Platform**

- 7.1 You understand that except for information, products or services clearly indicated as being supplied by Leverage, we do not operate, control, or endorse any information, products or services on the internet in anyway. You also understand that Leverage cannot and does not guarantee or warrant that files available for download through the Platform will be free of viruses, worms or other code that may be damaging. You are responsible for implementing procedures to satisfy Your particular requirements of internet security and for accuracy of data input and output.

## **8. Prohibited Conduct**

- 8.1 By accessing or using the Platform or by availing Services, You agree not to:
- 8.1.1 violate the T&C mentioned herein or any Applicable Law for the time being in force;

- 8.1.2 impersonate any person or entity, falsely claim or otherwise misrepresent Your affiliation with any person or entity, or access the accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Services, perform any other similar fraudulent activity or otherwise avail the Services with what we believe to be potentially fraudulent funds;
- 8.1.3 infringe our or any third party's intellectual property rights, rights of publicity or privacy;
- 8.1.4 use the Services if You are under the age of 18 years without a parental sponsor or, in any event, use the Services if You are under the age of 13 years even with a parental sponsor and in accordance with Applicable Law;
- 8.1.5 post or transmit any message which is libellous, defamatory or which discloses private or personal matters concerning any person;
- 8.1.6 post or transmit any message, data, image or program which is pornographic, vulgar or offensive in nature;
- 8.1.7 refuse to cooperate in an investigation or provide confirmation of Your identity or any other information provide by You to Leverage;
- 8.1.8 remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services and the Platform or features that enforce limitations on the use of the Services or the Platform;
- 8.1.9 access or attempt to access the Services by any means other than through the interface that is provided by Leverage and in the manner permitted thereby. You specifically undertake not to access or attempt to access the Services through any automated means (including by use of scripts or web crawlers);
- 8.1.10 reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or the Platform or any part thereof, except and only to the extent this is expressly permissible by Applicable Law;
- 8.1.11 use the Services or the Platform in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the Services or the Platform in an automated manner;
- 8.1.12 modify, adapt, translate or create derivative works based upon the Services and the Platform or any part thereof, except and only to the extent that that this is permissible by Applicable Law;
- 8.1.13 intentionally interfere with or damage operation of the Services or the Platform or any other user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or file with contaminating or destructive features;
- 8.1.14 use any robot, spider, other automatic device, or manual process to monitor or copy the Platform without prior written permission;



- 8.1.15 interfere or disrupt the Platform or networks connected to the Platform;
- 8.1.16 take any action that imposes an unreasonably or disproportionately large load on Leverage's infrastructure/network;
- 8.1.17 use any device, software or routine to bypass the Platform's robot exclusion headers, or interfere or attempt to interfere, with the Services;
- 8.1.18 forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through the Platform or to manipulate Your presence on the Platform;
- 8.1.19 sell the Services, information, or software associated with or derived from it;
- 8.1.20 use the facilities and capabilities of the Platform to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others;
- 8.1.21 breach this Agreement or any other agreement or policy as may be applicable pursuant to the T&C;
- 8.1.22 provide false, inaccurate or misleading information;
- 8.1.23 use the Platform to collect or obtain personal information, including without limitation, financial information about other users of the Platform, except and only as expressly provided in the T&C;
- 8.1.24 use the Services in a manner that results in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties and other liability to Leverage, a third party or You;
- 8.1.25 use the Services in a manner that Leverage or any payment card network reasonably believe to be an abuse of the payment card system or a violation of payment card network rules;
- 8.1.26 take any action that may cause Leverage to lose any of the Services from its service providers or lose any of its business partners, including mobile operators or telecom companies, payment processors or other suppliers;
- 8.1.27 send automated request of any kind to the Platform without express permission in advance from Leverage; and
- 8.1.28 threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation; and

8.1.29 host, display, upload, modify, publish, transmit, store, update or share any information that is (i) obscene, paedophilic, racially or ethnically objectionable, relating or encouraging money laundering or gambling; or (ii) belongs to another person and to which You do not have any right or which is harmful to child; and (iii) is false and untrue information and which is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.

## **9. Termination and Agreement Violations**

9.1 You agree that Leverage, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate Your account (or any part thereof) or Your use of the Services/Platform and remove and discard on the Platform all or any part of Your account, Your user profile, or Your recipient profile at any time. Leverage may also, in its sole discretion, and at any time discontinue providing access to the Services, or any part thereof, with or without notice. You agree that any termination of Your access to the Services/Platform or any account You may have or portion thereof may be effected without prior notice, and You agree that Leverage shall not be liable to You or any third party for any such termination or interruption. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Leverage may have at law or in equity. Upon termination for any reason, You agree to immediately stop using the Services/Platform.

## **10. Limitation of Liability and Damages**

10.1 In no event, Leverage or its contractors, agents, licensors, partners or suppliers shall be liable to You for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to: (i) this Agreement; (ii) the Services, the Platform or any reference site/app/platform/service; or (iii) Your use or inability to use the Services, the Platform (including any and all materials) or any reference sites/app/platform/service, even if Leverage or an authorized representative of Leverage has been advised of the possibility of such damages. In no event, Leverage, directors, employees, agents shall be liable to You for any damages, liabilities, losses, and causes of action arising out of or relating to: (i) this Agreement; (ii) the Services, the Platform or any reference site/app/platform/service; or (iii) Your use or inability to use the Services, the Platform (including any and all materials) or any reference sites/app/platform/service; or (iv) any other interactions with Leverage, however caused and whether arising in contract, tort, including negligence, warranty or otherwise, beyond or in excess of the amount paid by You, if any, for using the portion of the Service or the Platform giving rise to the cause of action, or beyond or in excess Rs. 5,000, whichever is lesser. Further, You agree not to sue or otherwise seek to enforce any personal obligation against Leverage and/or its Affiliates and/or representatives in relation with (i) this Agreement; (ii) the Services, the Platform or any reference site/app/platform/service; or (iii) Your use or inability to use the Services, the Platform (including any and all materials) or any reference sites/app/platform/service, even if Leverage or an authorized representative of Leverage has been advised of the

possibility of such damages. You acknowledge and agree that Leverage has offered its products and Services, set its prices, and entered into this Agreement in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between You and Leverage, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between You and Leverage. Leverage would not be able to provide the services to You on an economically reasonable basis without these limitations. Applicable Law may not completely allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitations or exclusions will apply to You subject to Applicable Law. In such cases, Leverage's liability shall be limited to the fullest extent permitted by Applicable Law. This paragraph shall survive the termination of this Agreement.

## **11. Indemnification**

- 11.1 You agree to indemnify, save, and hold Leverage, its affiliates, employees, officers, directors and partners harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to: (i) Your use or misuse of the Services or of the Platform; (ii) any violation by You of this Agreement; or (iii) any breach of the representations, warranties, and covenants made by You herein. Leverage reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Leverage, including rights to settle, and You agree to cooperate with Leverage's defense and settlement of these claims. Leverage will use reasonable efforts to notify You of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of this Agreement.

## **12. Disclaimer and No Warranties**

- 12.1 To the fullest extent permissible pursuant to Applicable Law, Leverage and Third Party Service Providers disclaim all warranties or guarantees – whether statutory, express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement of proprietary rights. No advice or information, whether oral or written, obtained by You from Leverage or through the Services or the Platform shall create any warranty or guarantee other than those expressly stated herein. For the purposes of this disclaimer, You expressly acknowledge that as used in this section, the term "Leverage" includes Leverage's officers, directors, employees. You expressly agree that use of the Services on the Platform is at Your sole risk. It is Your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the site or on the internet generally. Leverage does not warrant that the Services shall be uninterrupted or error-free or that defects in the site shall be corrected. The Services and the Platform and any data, information, third party software, reference sites, services, or software made available in conjunction with or through the services and the site are provided on an "as is" and "as available," "with all faults" basis and without warranties or representations of any kind either express or

implied. Leverage, and its partners do not warrant that the data, software, functions, or any other information offered on or through the Services/Platform or any reference sites/platforms/apps/services shall be uninterrupted, or free of errors, viruses or other harmful components and do not warrant that any of the foregoing shall be corrected. Leverage and its licensors, and partners do not warrant or make any representations regarding the use or the results of the use of the Services/Platform or any reference sites/platforms/apps/services in terms of correctness, accuracy, reliability, or otherwise. You understand and agree that You use, access, download, or otherwise obtain information, materials, or data through the Services/Platform or any reference sites/platforms/apps/services at Your own discretion and risk and that You shall be solely responsible for any damage to Your property (including Your computer system and mobile device or any other equipment) or loss of data that results from the download or use of such material or data. We do not authorize anyone to make any warranty on our behalf and You should not rely on any such statement. This paragraph shall survive termination of this Agreement. In no event shall Leverage be liable for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the Platform.

### **13. Confidentiality**

- 13.1 Each Party acknowledges that, pursuant to these T&C, it may have access to certain Confidential Information of the other Party and accordingly, each receiving Party agrees not to use, disclose, or permit access to any third party, of any Confidential Information of the disclosing Party.

### **14. Ownership and Proprietary Rights**

- 14.1 The Services and the Platform are owned and operated by Leverage. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), products, software, services, and all other elements of the Services and the Platform provided by Leverage (hereafter "**Materials**") are protected by Indian copyright, patent and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and Applicable Laws. As between You and Leverage, all Materials, trademarks, service marks, and trade names contained on the Platform are the property of Leverage. You agree not to remove, obscure, or alter Leverage's or any third party's copyright, patent, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Services/Platform. Except as expressly authorized by Leverage, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. Leverage reserves all rights not expressly granted in this Agreement. Please note that by doing so, You hereby irrevocably assign to Leverage, all rights, title and interests in and to all ideas and suggestions and any and all worldwide intellectual property rights associated therewith. You agree to perform such acts and execute such documents as may be reasonably necessary to perfect the foregoing rights.

## **15. Force Majeure**

- 15.1 Should either Party hereto be delayed in or prevented, in whole or in part, from performing any obligation or condition hereunder, or from exercising its rights by reason or as a result of any force majeure, such party shall be excused from performing such obligations or conditions while such party is so delayed or prevented, except Your payment obligations. The term "**Force Majeure**" as used herein means acts of God, acts of government, acts of terrorism, strikes, lockouts, or other industrial disturbances, acts of a public enemy, blockades, wars, insurrections or riots, terrorism, epidemics, landslides, fires, storms, floods, explosions, technological failures, breaches, hacks, system vulnerabilities or incompatibilities, or other similar causes beyond the control of such party.

## **16. Modification of this Agreement**

- 16.1 Leverage reserves the right to change, modify, add, or remove portions of this Agreement (each, a "**Change**" and collectively, "**Changes**") at any time by posting notification on the Platform or otherwise communicating the notification to You. The changes shall become effective, and shall be deemed accepted by You, 24 hours after the initial posting and shall apply immediately on a going-forward basis with respect to Your use of the Platform, availing the Services or for payment transactions initiated after the posting date. If You do not agree with any such change, Your sole and exclusive remedy is to terminate Your use of the Services/Platform. For certain changes, Leverage may be required under Applicable Law to give You advance notice, and Leverage will comply with such requirements. Your continued use of the Platform following the posting of changes shall mean that You accept and agree to the changes.

## **17. Notice**

- 17.1 Leverage may provide You with notices and communications by e-mail, SMS, push notifications, regular mail or postings on the Platform or by any other reasonable means. Except as otherwise set forth herein, notice to Leverage must be sent by courier or registered mail to accommodation@leverageedu.com

## **18. Waiver**

- 18.1 The failure of Leverage to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by Leverage.

## **19. Dispute Resolution**

- 19.1 If any dispute, controversy or claim arises under this Agreement or in relation to any Service or the Platform, including any question regarding the existence, validity or termination of this Agreement or T&Cs (hereinafter "**Dispute**"), the parties shall use all reasonable endeavours to resolve such Dispute amicably. If the parties are unable to resolve the Dispute amicably within 30 days of the notice of such Dispute, Leverage may elect to resolve any Dispute by a binding arbitration in accordance with the

provisions of the Indian Arbitration & Conciliation Act, 1996 (hereinafter “**Act**”). Such Dispute shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The Dispute shall be resolved by a sole arbitrator, appointed in accordance with the Act. The seat of the arbitration shall be New Delhi and the language of this arbitration shall be English. Either You or Leverage may seek any interim or preliminary relief from a court of competent jurisdiction in New Delhi necessary to protect the rights or the property belonging to You or Leverage (or any of our agents, suppliers, and subcontractors), pending the completion of arbitration. Any arbitration shall be confidential, and neither You nor Leverage may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcing the arbitration award. All administrative fees and expenses of arbitration shall be borne by You. In all arbitrations, each party shall bear the expense of its own lawyers and preparation. This paragraph shall survive termination of this Agreement.

## **20. Governing Law**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of India.

## **21. Severability**

- 21.1 If any provision of this Agreement is held to be unlawful, void, invalid or otherwise unenforceable, then that provision shall be limited or eliminated from this Agreement to the minimum extent required, and the remaining provisions shall remain valid and enforceable.

## **22. Survival**

- 22.1 Upon termination of this Agreement, any provision which, by its nature or express terms should survive, shall survive such termination or expiration as applied to transfers and relationship prior to such termination or expiration.

## **23. Headings**

- 23.1 The heading references herein are for convenience purposes only and they do not constitute a part of these T&C and shall not be deemed to limit or affect any of the provisions hereof.

## **24. Entire Agreement**

- 24.1 This Agreement shall be the entire agreement between You and Leverage relating to the subject matter hereof and this Agreement shall not be modified except by a change to this Agreement made by Leverage in accordance with the terms of this Agreement.