

Terms Of Use

Last updated: 31/07/2019-01/04/2024

These terms form a legally binding agreement between Users ("User(s), you, your, customer(s), yourself") and Oravel Stays Private Limited and/or its subsidiaries and affiliates ("OYO, we, us, our"). These terms shall govern the use of the website, mobile application, call centers (collectively referred to as "OYO Platform") which enables the User to connect with us in relation to the services offered through the OYO Platform ("Services").

Please read these terms carefully before accessing, using, obtaining or availing any products or Services by OYO. If you do not agree with these Terms of Use you may refrain from using the OYO Platform and/or Services. These conditions must be read in conjunction with any other applicable terms and conditions governing the use of OYO Platform and Services.

OYO reserves the right to modify these Terms of Use at any time at its sole discretion. It will be your responsibility to keep yourself updated with the Terms of Use from time to time, your continued usage of the OYO Platform and Services would be deemed to be an acceptance of these terms and the modifications thereto.

Table of Content

1. Scope of Services
2. Eligibility to use
3. Using the OYO Platform: Account Registration and use
4. OYO Services
5. Term & Termination
6. Terms specifically applicable to Customer
7. Usage terms
8. Prohibited Content
9. Communications
10. Third Party Links
11. Insurance
12. Intellectual Property
13. Privacy
14. Indemnification
15. No warranty
16. Limitation of Liability
17. Refund Claim Period
18. Modification of these Terms

19. General Provisions

1. Scope of Services

OYO through the OYO Platform markets. OYO branded properties, managed and/or owned by third parties ("Channel Partners") as per agreed terms with OYO or OYO as the case maybe to help the Users avail the stay Services right (Oyo's Service). OYO Platform offers Services to its Users by offering its products ("OYO Products") which shall include but shall not be limited to:

- a. OYO Rooms
- b. OYO Homes
- c. OYO Townhouse
- d. OYO Business
- e. OYO Flagship
- f. OYO Silverkey

2. Eligibility to use

You must be at least eighteen (18) years of age or above and capable of entering, performing and adhering to these terms. While individuals under the age of 18 may utilize/browse the OYO Platform, they shall do so only with the involvement, guidance and supervision of their parents and / or legal guardians, under such parent /legal guardian's registered account. OYO reserves the right to terminate User's access and refuse to provide User with access to the OYO Platform if OYO discovers that User is under the age of 18 years.

3. Using the OYO Platform : Account Registration and use

OYO makes the Services available to you through the OYO Platform upon you providing OYO certain required User information and having created an account ("Account") through OYO ID and password or other log-in ID and password (collectively, the "Account Information"). The OYO Platform requires you to register as a User by creating an Account in order to utilize the Services provided. You will be responsible for maintaining the confidentiality of the Account Information, and are fully responsible for all activities that occur under Your Account. You agree to (a) immediately notify OYO of any unauthorized use of its Account Information or any other breach of security, and (b) ensure that you exit/log out from the account at the end of each session. OYO cannot and shall not be liable for any loss or damage arising from your failure to comply with this clause. If you surrender your mobile number or change your telecom service provider, you will be responsible for modification of account details and/or linking an alternate number. You may be held liable for losses incurred by OYO or any other customer or visitor to the OYO Platform due to authorized or unauthorized use of your account as a result of your failure in keeping its Account Information secure and confidential.

OYO also allows restricted access to the OYO Platform for unregistered users. At the time of registration, you shall ensure that the Account Information provided by you in the OYO Platform registration form is complete, accurate and up-to-date. Use of another user's account information is expressly prohibited

4. OYO Services

Oyo is primarily responsible for providing a comfortable room stay and for ensuring the acceptability of the services as promised by Oyo to its customers. Oyo has right to direct the Hotel owners to provide the room stay services to Oyo's customers.

1. OYO understands the NEW age Customers requirements and accordingly offers wide variety of hotels at its platform to service its Customer.
2. OYO markets the room stays, providing its Customers with the room booking voucher that entitles them to avail Hotel stay service in our OYO branded rooms provided by our Channel partners as per terms agreed with OYO.
3. In case Customers are not able to select the properties from our website, you can call our customer support desk and our team will help you find a suitable accommodation within your preferred budget and amenities
4. If any check-in is denied for a confirmed booking, OYO shall ensure that User is provided with an alternate accommodation of comparable standards. In an event, where the alternate accommodation could not be provided, OYO shall arrange for the refund of any pre booking amount collected from the User.
5. OYO also promises its Users of a comfortable room stay experiences at all its OYO branded rooms with following amenities:
 - a. AC rooms with Television
 - b. Wi-Fi
 - c. Spotless linen
 - d. Hygienic and sanitised washrooms
 - e. Housekeeping Facilities on daily basis for your comfort
 - f. 24/7 manned front desk to help you with all your queries
6. You can reach out to us by:
 - a. Writing to us on the OYO support page
 - b. Calling us on our 24X7 guest support helpline

Our guest support team will ensure the best and resolve your concern.

7. OYO stays involved with the Users right from the time when booking is made through OYO platform and throughout the hotel stays, ensuring that the User gets a comfortable room stay experience.

5. Term & Termination

In case you wish to discontinue you can at any point opt out of your membership of the OYO Platform. OYO deserves the right to unilaterally terminate your use of the OYO Platform without notice or any liability for reasons of breach of the terms mentioned herein.

6. Terms specifically applicable to Customer :

Users availing Services and OYO Products via the OYO Platform (hereinafter referred to as "Customers") shall be governed by the following terms and conditions:

A. Reservation or booking of services

The process of booking Services from this OYO Platform may require you to disclose your personal and confidential information. To prevent any possibility of unauthorized access to your confidential information such as name, address etc., you shall not use/access this site from unsecure computers, unsecure communication links, unsecure mobile phones or locations such as Internet-Cafe(s), Cyber-Cafe(s) and other commercially available internet enabled computers or computer services. The User agrees, acknowledges and confirms that before placing any order on the OYO Platform, the User shall check the Service description and price carefully and by placing an order for a Service you agree to be bound by these terms including the Services' description. You shall only place the order after fully satisfying yourself with the price, description, look as has been displayed on OYO Platform. That relying on declarations, confirmations, information and obligations made/undertaken by the User in accordance with the terms, and believing the same to be true and acting on the faith thereof, OYO has agreed to provide the Services to the User as per the terms mentioned herein. In particular, the User does hereby agree, promise, declare, confirm, covenant, undertake and represent & warrant to OYO:

a. the User is not under any legal or other deficiency which prevents/may prevent the User from: (i) entering into a valid contract under the applicable laws; and (ii) making valid payment to OYO for Services ordered by the User.

b. In the event of detecting any suspicious activity from User's account, OYO reserves the right to cancel all pending and future orders owing to any such incident without any liability to the User.

c. In a credit card transaction; you must use your own credit card for which User has full right & authority to validly use such credit card for making payment to OYO. OYO shall not be liable for any credit card fraud. The liability to use a card fraudulently will be on the User and the onus to 'prove otherwise' shall be exclusively on User.

d. While using the OYO Platform User shall at all times strictly comply with the payment procedure and the terms mentioned herein in their entirety.

e. Your use of the Services shall be deemed that you are fully satisfied with the description, look and design of the accommodation and usage fee of the accommodation as has been displayed on OYO's Platform.

The User agrees and acknowledges that in the OYO Platform all Services are offered only at the sole discretion of OYO.

B. Payment & Usage Fee

You hereby agree and understand that you will have to pay the usage fee as mentioned on the OYO Platform for the concerned Services via the payment mode provided on the OYO Platform post which User's requested reservation will be confirmed. Once the reservation has been confirmed, OYO will debit the usage fee from the payment mode selected by the User. The User agrees and acknowledges that the payment procedure may call for and require additional verification of or information from the User and the User undertakes to provide complete, correct and proper information.

OYO uses third party payment providers to receive payments from User. OYO is not responsible for delays or erroneous transaction execution or cancellation of reservation due to payment issues. OYO takes utmost care to work with third party payment providers, but does not control their systems, processes, technology and work flows, hence cannot be held responsible for any fault at the end of payment providers.

User making payments for Services provided via the OYO Platform, would be making payments to the entities mentioned as per the link mentioned in the tab named Payment for Services.

C. Responsibility

You are requested to kindly take due care of all their personal valuables and belongings. OYO and its employees shall NOT be responsible for any loss, theft or damage to the Guests' personal valuables and belongings.

You are requested to kindly take due care of all their personal valuables and belongings. OYO and its employees shall NOT be responsible for any loss, theft or damage to the Guests' personal valuables and belongings.

User / Guest verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Guest's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Guests to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Guests, (ii) screen Guests against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Guest, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

7. Usage terms

The information, materials, Services available on the OYO Platform may inadvertently include inaccuracies, typographical errors, or outdated information, OYO is not responsible for and shall not be bound to honor typographical or pricing errors on the OYO Platform. OYO reserves the right to refuse or cancel orders at any time, including but not limited to the orders that contain incorrect prices or product descriptions, orders in which OYO believes the User has violated applicable laws or these terms, orders that OYO believes are harmful to OYO or orders that OYO believes are fraudulent or based on illegal, fraudulent or deceitful use/furnishing of information or based on false information. OYO neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or Service. Subject to the Services referred in Paragraph "OYO services" OYO, in relation to its platform, expressly disclaims any warranties whether express or implied about the accuracy, completeness, correctness, suitability, reliability, availability, timeliness, quality, continuity, performance, error free or uninterrupted operation/functioning, fitness for a particular purpose, workmanlike effort, non-infringement, lack of viruses or other harmful components of the Services and/or products.

OYO shall not be responsible for the delay or inability to use the OYO Platform, unrelated functionalities, the provision of or failure to provide functionalities, or for any information, software, services, functionalities and related graphics obtained through the OYO Platform, or otherwise arising out of the use of the OYO Platform, whether based on contract, tort, negligence, strict liability or otherwise. Further, OYO shall not be held responsible for non-availability of the OYO

Platform during periodic maintenance operations or any unplanned suspension of access to the OYO Platform that may occur due to technical reasons or for any reason beyond OYO's control. You understand and agree that any material or data downloaded or otherwise obtained through the OYO Platform is done entirely at your own discretion and risk and you will be solely responsible for any damage to your computer systems or loss of data that results from the download of such material or data. OYO accepts no liability for any errors or omissions, with respect to any information provided to you.

OYO shall not be responsible for the delay or inability to use the OYO Platform unrelated functionalities, the provision of or failure to provide functionalities, or for any information, software, Services, functionalities and related graphics obtained through the OYO Platform, or otherwise arising out of the use of the OYO Platform, whether based on contract, tort, negligence, strict liability or otherwise. Further, OYO shall not be held responsible for non-availability of the OYO Platform during periodic maintenance operations or any unplanned suspension of access to the OYO Platform that may occur due to technical reasons or for any reason beyond OYO's control. The User understands and agrees that any material or data downloaded or otherwise obtained through the OYO Platform is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material or data. OYO accepts no liability for any errors or omissions, with respect to any information provided to the User.

OYO may make access to and use of the OYO Platform, or certain areas or features of the OYO Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting ratings or reviews thresholds, or a User's booking and cancellation history

Due to the nature of the Internet, OYO cannot guarantee the continuous and uninterrupted availability and accessibility of the OYO Platform. OYO may restrict the availability of the OYO Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the OYO Platform. OYO may improve, enhance and modify the OYO Platform and introduce new OYO Services from time to time.

OYO may enable features that allow you to authorize other Users or certain third parties to take certain actions that affect your OYO Account. For example, we may enable Users to link their OYO Accounts to businesses and take actions for those businesses, we may enable eligible Users or certain third parties to book listings on behalf of other Users. These features do not require that you share your credentials with any other person. No third party is authorized by OYO to ask for your credentials, and you shall not request the credentials of another User

8. Prohibited Content :

As a pre-condition of use of the OYO Platform, User warrants to OYO that User shall not use this OYO Platform for any purpose that is unlawful, unauthorized, or inconsistent with these terms, and the User agrees that this license to use OYO Platform will terminate immediately upon User's violation of this warranty. OYO reserves the right, at its sole discretion, to block/terminate User's access to this OYO Platform and its content at any time, with or without notice. The User agrees, acknowledges, confirms and undertakes that the registration data, information/data provided or uploaded onto the OYO Platform by the User:

a. shall not be false, inaccurate, misleading or incomplete; or

- b. shall not be fraudulent or involve the use of counterfeit or stolen credit cards; or
- c. shall not infringe any third party's intellectual property, trade secret or other proprietary rights or rights of publicity or privacy; or
- d. shall not be defamatory, libelous, unlawfully threatening or unlawfully harassing; or
- e. shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines or executable files that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information of any person whatsoever; or f. shall not create liability for OYO or cause OYO to lose (in whole or in part) the services of OYO's ISPs or other service providers/suppliers. If the User contravenes the foregoing or OYO has reasonable grounds to suspect that the User has contravened the foregoing, OYO has the right to indefinitely deny or terminate User's access to the OYO Platform and to refuse to honor the User's request(s).

The Users are prohibited from engaging in the following activities:

- a. Systematically retrieve data or other content from the OYO Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us
- b. Make any unauthorized use of the OYO Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- c. Circumvent, disable, or otherwise interfere with security-related features of the OYO Platform, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the OYO Platform and/or the Content contained therein.
- d. Engage in unauthorized framing of or linking to the OYO Platform.
- e. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- f. Make improper use of our support services or submit false reports of abuse or misconduct.
- g. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- h. Interfere with, disrupt, or create an undue burden on the OYO Platform or the networks or services connected to the OYO Platform.
- i. Attempt to impersonate another user or person or use the username of another user
- j. Sell or otherwise transfer your profile
- k. Use any information obtained from the OYO Platform in order to harass, abuse, or harm another person.
- l. Use the OYO Platform as part of any effort to compete with us or otherwise use the OYO Platform and/or the Content for any revenue-generating endeavor or commercial enterprise.
- m. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the OYO Platform.

n. Attempt to bypass any measures of the OYO Platform designed to prevent or restrict access to the OYO Platform, or any portion of the OYO Platform.

o. Copy or adapt the OYO Platform's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.

p. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the OYO Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the OYO Platform.

q. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism.

r. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the OYO Platform, or using or launching any unauthorized script or other software.

s. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the OYO Platform.

t. Use the OYO Platform in a manner inconsistent with any applicable laws or regulations.

9. Communications

When you use the OYO Platform, you agree and understand that you are communicating with OYO through electronic records and you consent to receive communications via electronic records from OYO periodically and as and when required. OYO may communicate with you by email or by such other mode of communication, electronic or otherwise. You specifically agree that OYO shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received. Further, OYO will make best efforts to safeguard the confidentiality of your personally identifiable information available with it, but transmissions made by means of the internet cannot be guaranteed or made absolutely secure. By using this OYO Platform, you agree that OYO shall not be liable for disclosure of your information due to errors in transmission or unauthorized acts of third parties. Without prejudice to the foregoing you agree that OYO shall not be held liable or responsible for 'phishing attacks' on you. You may accept or decline the cookies when you accesses OYO Platform. It is the User's responsibility to set his browser to alert him to accept or to reject cookies.

10. Third Party Links

This OYO Platform may at OYO sole discretion, contain links to OYO Platforms owned and maintained by persons or entities other than OYO. OYO may also provide links to the other sites for purpose of enabling the Customer to make payment to OYO. Any of the foregoing links do not constitute an endorsement by OYO of any such sites and are provided only as a convenience. OYO is not responsible for the content or links displayed on such sites. OYO is not responsible for the privacy practices of such sites which OYO does not own, manage or control. OYO does not regularly review, and makes no warranty or representation regarding materials posted, or Services or services offered, on the sites to which this OYO Platform may be linked and OYO shall not be responsible for any deficiency thereof. OYO does not endorse any or all of the materials, Services, and services available on such linked sites, and OYO expressly disclaims responsibility for the contents of any

linked site, the accuracy of any information contained in a linked site, and the quality of the Services and services offered at any linked site. Any decision to view the contents of any linked site is solely the responsibility of User and is made at User's own risk.

11. Insurance

Travel Insurance provided as a part of OYO's services shall be as per the terms and conditions of the third-party insurance company, Acko General Insurance (hereinafter "Acko"). OYO merely acts as a facilitator in connecting the User with Acko. The User shall contact Acko directly for any claims or disputes. OYO shall not be held liable in case of partial acceptance or denial of the claims by Acko and OYO has no role or liability in claims settlement.

It is clarified that a claim raised under the relevant insurance policy would act as a bar against any endorsement in the policy which would include but not be limited to changes relating to extension/curtailment of stay period and addition/deletion of guests covered under the policy.

12. Intellectual Property

OYO Platform and the content posted herein which shall include but shall not be limited to pictures, branding, text, graphics, designs, brand logos, audio, video, interfaces and /or any other information, or the overall arrangement of content is protected and is owned, controlled or licensed by or to OYO; all comments, feedback, ideas, suggestions, information or any other content provided by the User(hereinafter referred to as "OYO IP"). You may not modify, publish, copy, transmit, transfer, sell, reproduce, modify create derivative works from, license, distribute, frame, hyperlink, download, repost, perform, translate, mirror, display or commercially exploit OYO IP in any other way.

The User agrees that any feedback, comments, ideas, suggestions, information, or any other content which User contributes to OYO or OYO Platform (including the name you submit with any content) will be deemed to include a royalty-free, perpetual, irrevocable, nonexclusive right and license for OYO to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works from, display worldwide, or act on such content without additional approval or consideration in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you waive any claim to the contrary. The User represents and warrants that User owns or otherwise controls all of the rights to the content that he/she may contribute to this OYO Platform and that use of his/her content by OYO shall not infringe upon or violate the rights of any third party.

13. Privacy

Please refer the privacy policy which will also govern your use of OYO Platform and/or Services which can be accessed here: <https://www.oyorooms.com/privacy-policy?oyocorporate=>

14. Indemnification

Without prejudice to and in addition to any other remedies, reliefs or legal recourses available to OYO herein or any applicable laws or otherwise, User agrees to indemnify, defend and hold OYO harmless including but not limited to its affiliate, agents and employees from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by OYO that arise out of or related to your use or misuse of the of the Website, any violation by you of these terms and conditions, or any breach of representations, warranties and covenants made by you herein.

15. No warranty

The Services are provided by OYO on an "as is" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, OYO makes no warranty that (i) OYO Platform or the Services will meet your requirements or your use of the OYO Platform or will be uninterrupted, timely, secure or error-free; (ii) the results that may be obtained from the use of the OYO Platform, or Services will be effective, accurate or reliable; (iii) the quality of the OYO Platform, or Services will meet your expectations; or that (iv) any errors or defects in the OYO Platform or Services will be corrected. No advice or information, whether oral or written, obtained by you from OYO or through or from use of the OYO Platform shall create any warranty not expressly stated in the terms of use. OYO shall have no liability to the User for any interruption or delay, to access the OYO Platform irrespective of the cause.

It is hereby further clarified that OYO and Channel Partners are separate and independent entities and OYO does not work as representative or agent of the Channel Partner.

OYO will be the first point of contact in respect of online payment dispute management, refunds, cancellations, returns and customer support as they relate to the use of OYO services. User can reach out to OYO to mediate or resolve any online payment dispute or disagreement between User and Channel Partners. OYO shall not be made a party to any dispute between the User(s) and Channel Partner(s), except in disputes relating to OYO services as mentioned above.

This website uses Mouseflow, a third-party analytics tool, to track page content and click/touch, movement, scroll, and keystroke activity. You can opt-out at <http://mouseflow.com/opt-out>.

16. Limitation of Liability

OYO shall not be liable for any damages of any kind whatsoever including but not limited to direct, indirect, incidental, punitive, exemplary and consequential damages, damages for loss of use, data or profits, or other intangible losses, which may arise or are arising from the use of this OYO Platform or any of the information, software, services and related graphics contained within the OYO Platform or any of the Services offered, regardless of whether such damages are based on contract, tort, negligence, strict liability or otherwise, and even if OYO has been advised of the possibility of damages.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR ELSEWHERE, OYO'S ENTIRE LIABILITY TO THE USER FOR ANY CLAIM ARISING OUT OF AVAILING OYO SERVICES/ BROWSING THE OYO PLATFORM SHALL BE LIMITED TO THE AMOUNT EQUIVALENT TO THE PRICE PAID FOR THE PRODUCT AND SERVICES GIVING RISE TO SUCH CLAIM.

You hereby waive any and all claims, causes of action, or the rights to bring such claims or causes of action, arising out of or related to the site, communication, or these terms and conditions after one (1) year from the first occurrence of the kind of act, event, condition, or omission upon which the claim or cause of action is based. In an event, OYO is made liable to pay for losses, damages, etc. as mentioned above, under any law for the time being in force. OYO has a right to recover the same under such law from the fees / revenue to be remitted to Channel Partner and remit the balance to the Channel Partner during monthly settlement process.

17. Refund Claim Period

If you wish to claim a refund, you have an option to raise the request within 7 days from your checkout date.

18. Modification of these Terms

OYO reserves the right to modify these Terms at any time in accordance with this provision.

19. General Provisions

- a. **Governing Law and Jurisdiction:** This Agreement, and all transactions entered into on or through OYO Platform shall be interpreted, construed and governed by the laws of India which shall be applicable to this Agreement without regard to principles of conflict of laws. User agrees that all claims, differences and disputes arising under or in connection with or in relation hereto the OYO Platform, the terms or any transactions entered into on or through the OYO Platform or the relationship between User and OYO shall be subject to the exclusive jurisdiction of the courts at Delhi and User hereby accede to and accept the jurisdiction of such courts.
- b. **No Waiver :**Any failure, delay or forbearance on the part of OYO in: (i) exercising any right, power or privilege under this Agreement; or (ii) enforcing terms of this Agreement, shall not operate as a waiver thereof, nor shall any single or partial exercise by OYO of any right, power or privilege preclude any other future exercise or enforcement thereof.
- c. **Severability:** The Parties hereto agree that each of the provisions contained in this Agreement shall be severable, and the unenforceability of one or more provisions of this Agreement shall not affect the enforceability of any other provision(s) or of the remainder of this Agreement.

Payments For Services

For the purposes of payment, dispute management, refunds, cancellations, returns and customer support, the following entities mentioned herein will be the responsible contracting entity. The responsible contracting entity corresponds to the operating entity for the local website in which the property is booked by the User. User shall be making the payments to the entities mentioned herein below corresponding to the country in which the property booked by the User is located (hereinafter referred to as “Country”).

S.No.	Country	Website URL	Entity	Point of contact
1.	India	https://www.oyorooms.com	Oravel Stays Private Limited	dataprotection@oyorooms.com
2.	Malaysia	https://www.oyorooms.com/my/	OYO Rooms Hospitality Sdn. Bhd.	dataprotection@oyorooms.com

3.	UAE (for Homes only)	https://www.oyorooms.com/ae	OYO VACATION HOMES RENTAL L.L.C	dataprotection@oyorooms.com
4.	UAE	https://www.oyorooms.com/ae	OYO Technology and Hospitality FZ LLC Dubai	dataprotection@oyorooms.com
5.	Indonesia	https://www.oyorooms.com/id	PT OYO Rooms Indonesia	dataprotection@oyorooms.com
6.	Philippines	https://www.oyorooms.com/ph	OYO TECHNOLOGY AND HOSPITALITY Philippines LLC	dataprotection@oyorooms.com
7.	Nepal	https://www.oyorooms.com/np	Oravel Stays Singapore Pte. Limited, Nepal branch office	dataprotection@oyorooms.com
8.	Singapore	https://www.oyorooms.com/sg	Oravel Stays Singapore Pte. Limited	dataprotection@oyorooms.com
9.	Thailand	https://www.oyorooms.com/th	OYO TECHNOLOGY AND HOSPITALITY (THAILAND) LTD	dataprotection@oyorooms.com
10.	United Kingdom	https://www.oyorooms.com/gb	OYO Technology and Hospitality (UK) Limited	dataprotection@oyorooms.com
11.	Japan (Hotels Only)	https://www.oyohotels.co.jp	OYO Hotels GK	dataprotection@oyorooms.com
12.	Saudi Arabia	https://www.oyorooms.com/sa	OYO Oravel Technology Co.	dataprotection@oyorooms.com
13.	USA	https://www.oyorooms.com/us	OYO Hotels Inc	dataprotection@oyorooms.com

14.	Vietnam	https://www.oyorooms.com/vn	OYO TECHNOLOGY & HOSPITALITY (VIETNAM) LIMITED LIABILITY COMPANY.	dataprotection@oyorooms.com
15.	Sri Lanka	https://www.oyorooms.com/lk	ORAVEL TECHNOLOGY & HOSPITALITY LANKA (PVT) LTD	dataprotection@oyorooms.com
16.	Spain	https://www.oyorooms.com/es	OYO TECHNOLOGY & HOSPITALITY S.L.	dataprotection@oyorooms.com
17.	Brazil	https://www.oyorooms.com/br	OYO BRAZIL SERVICOS DE TURISMO LTDA	dataprotection@oyorooms.com
18.	Mexico	TBC	Oravel Hotels Mexico S. de R.L. de C.V.	dataprotection@oyorooms.com
19.	Netherlands	TBC	OYO Hotels Netherlands B.V.	dataprotection@oyorooms.com
20.	Germany	TBC	OYO Hotels Germany GmbH.	dataprotection@oyorooms.com
21.	Canada	TBC	OYO Hotels Canada Inc	dataprotection@oyorooms.com

Channel Partners

Please read these Terms & Conditions carefully as they contain important information about legal rights, remedies and obligations. By accessing or using the OYO Platform, you agree to comply with and be bound by these Terms of Service. Please Note there is a change in Clause D “SERVICE & PLATFORM FEES” section of the OYO T&C, same shall be effective from 1st March 2018 to all our channel partners.

1. TERMS OF SERVICE

These Terms of Service ("Terms") constitute a legally binding agreement ("Agreement") between Channel Partner and OYO governing OYO's right on Channel partner room stays, access to and use of the OYO website, including any subdomains thereof, and any other websites through which OYO makes the OYO Services available (collectively, "Site"), our mobile, tablet and other smart device applications, and application program interfaces (collectively, "Application") and all associated services viz. hospitality services, technical know-how in relation to operating and managing budget hotels, (collectively, "OYO Services"). The Site, Application and OYO Services together are hereinafter collectively referred to as the "OYO Platform". Your use of the Website, Application and/or agreement signed (either electronically or otherwise) is an acknowledgment that you have reviewed the Terms and Conditions listed at <https://www.oyorooms.com/terms?oyocorporate=> page and agree to comply with these Terms.

OYO reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the OYO Platform. We will also provide you with notice of the modifications by email when they become effective. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect but subject to lock in period. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the OYO Platform will constitute acceptance of the revised Terms.

Channel Partner alone shall be responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Hotel / Premises. For example, some cities have laws that restrict their ability to host guests for short periods or provide certain hotel related services. In many cities, Channel Partner may have to register, get a permit or obtain a license before providing certain hotel related services including but not limited to preparing food, serving alcohol for sale, guiding tours or operating a vehicle). Channel Partner shall be alone responsible for identifying and obtaining any required licenses, permits, or registrations for any services they offer. Channel Partner understands that certain types of services may be prohibited altogether and penalties may include fines or other enforcement.

In an event, if OYO is made liable to pay taxes, fee, duty, levy, charges, etc. on behalf of the Channel Partner for the Hotel / Premises under any law for the time being in force, OYO will deduct the applicable taxes under such law and remit the balance during monthly settlement process.

2. INTELLECTUAL PROPERTY

OYO has through the investment of considerable time and money developed a unique and distinctive system of creating a network of high-quality budget accommodation and marketing such network hotels to its customers in a large scale under the mark "OYO" and other associated logos, designs and brands ("Marks"). The system includes proprietary and distinctive techniques, technology, training methods, operating methods, designs and decor, uniform apparel, color schemes, furnishings, marketing materials, promotional strategies, and customer service requirements ("Know-How"), all of which may be modified from time to time by OYO, and which are directed towards marketing the network Channel Partner in a manner that will enhance the goodwill associated therewith.

OYO identifies high quality budget hotels or helps existing hotels to implement systems to enable them to transform into high quality budget accommodation. Upon being satisfied that a hotel meets the standards prescribed by OYO, OYO markets and promotes the hotel as "OYO".

The Channel Partner agrees that it enjoys promotional advantage on being associated with the brand name "OYO" and in this regard OYO authorizes the Channel Partner to use the Marks. The Channel Partner undertakes not to do anything to prejudice or damage the goodwill in the Marks or the reputation of OYO. If the Channel Partner becomes aware of any infringement of the Marks by any other party trading with Marks similar or identical to the Marks, the Channel Partner shall immediately notify the OYO thereof in writing. Any use of the Marks by the Channel Partner shall be deemed to be a use of the same by OYO for the purpose of trademark protection and thus where required by OYO, the Channel Partner shall join with or assist OYO at OYO's cost and expense in making or to make application to become the registered user of the Marks.

The Channel Partner agrees in order to protect the OYO's intellectual property rights and maintain the common identity and reputation of the network, the Channel Partner must comply with quality specifications laid down by OYO from time to time. Any breach by Channel Partner in respect thereof may cause irreparable harm and injury to OYO and its intellectual property.

The Channel Partner shall use all reasonable endeavors to conceive and develop new and improved methods of carrying out the Business and improvements in operating procedure and other additions or modifications to the existing technology and Know-How of OYO (hereinafter referred to as "Improvements"). The Channel Partner agrees to disclose fully any Improvements to OYO and OYO shall determine the feasibility and desirability of incorporating them into OYO's existing technology and Know-How. The Channel Partner shall transfer all rights in any such Improvement to OYO without any additional consideration.

Channel Partner agrees and acknowledges that in order to improve visibility of a hotel on OYO's platform/consumer application and or any other websites, OYO at its own expense shall have the right to click and upload pictures of the Channel Partner's Hotel during the validity of this Agreement. It is understood and agreed by the Partner that the intellectual property rights for all such images shall rest solely with OYO and OYO in no way claims/guarantees with respect to the performance or saleability of the Hotel on account of the inclusion of the aforementioned pictures on OYO's platform/consumer application and or any other websites.

3. TERMS OF OPERATIONS

A. USE OF OYO PLATFORM & INTELLECTUAL PROPERTY

OYO grants to the Channel Partner during the period of this Agreement and subject to the terms and conditions hereof the permission to (i) utilize the Know-How and (ii) be listed on OYO Platform, to market or promote bookings by associating with the Mark "OYO", to provide accommodation services to OYO's customers as per operating standards of OYO.

The Channel Partner agrees that at all times during the term of this Agreement it will list 100% of its total room inventory on OYO Platform and OYO shall have right over such room inventory/stays to direct Channel partner to provide room stays to its customers.

The Channel Partner acknowledges that in order to facilitate the completion of OYO's obligations under this Agreement and other similar agreements, OYO has the right to list the Channel Partner within its network as "OYO" on the OYO Platform. The Channel Partner shall provide its services to the customers as per the operating standards as prescribed by OYO (whether attracted through OYO Platform or otherwise). Once a booking has been confirmed to OYO's customer on OYO Platform, the Channel Partner is under an obligation to honor such booking and provide accommodation services. In the event, the Channel Partner is unable to honor the booking to provide

accommodation services for any unforeseeable circumstances, the Channel Partner shall provide alternate accommodation of comparable standards failing which a penalty of twice the booking amount / cost of alternate accommodation provided by OYO – whichever is higher, will be charged.

OYO may advise the Channel Partner in modifying the Premises to meet OYO standards and agree on alterations or modification that may be required at the Premises through a mutually agreed “Transformation Audit Report. The Channel Partner shall ensure that the Premises is maintained and run as per the standards set out in the Transformation Audit Report and/or the operating, brand and OYO standards as may be published (online or otherwise) from time to time during the term of this Agreement. OYO shall have the right to amend these standards unilaterally and shall keep the Channel Partner notified of any alterations and/or improvements in or to the operating, brand or OYO standards.

The operating, brand and OYO Standards which exist as on date have been provided to Channel Partner and the Channel Partner acknowledges that it has read and understood the same. The Channel Partner undertakes to make all such modifications/ alterations in the Premises as per the OYO Standards at its own cost and expenses.

OYO may assist the Channel Partner by providing the Know-How which shall at all times remain the property of OYO and train the Channel Partner’s staff in the operation of the hotel as per the OYO Standards. OYO shall keep the Channel Partner notified of any alterations and/or improvements in or to the operating or brand standards. All operating costs, including the cost of employees, manpower, consumables, utilities rents, taxes etc. shall be the sole responsibility of the Channel Partner.

OYO will provide the Channel Partner with digital tablet or any other device that may be necessary to manage all check-in and check-out from the Channel Partner and record the payment receipt. Such device is an integral part of OYO’s booking and reservation management system. Channel Partner shall be solely responsible for safe and proper operation of such device. The Channel Partner shall ensure that the device is not used to make any fraudulent booking or any other illegal purpose that may compromise the records or the accounts of the Channel Partner or OYO. The Channel Partner shall be liable to pay for the cost of replacement or repair of the device in case any damage is caused to the device. The Channel Partner shall assign the use and operation of the device to its authorized representatives and the Channel Partner shall remain responsible as principle to the act of its agents.

The Channel Partner acknowledges that it may be entitled to incentives or may be subject to disincentives based on its performance ranked and measured in accordance with the OYO’s Property Partner Scoring Policy as may be communicated by OYO from time to time. The Channel Partner agrees that the ranking and performance rating shall be as per the sole opinion of OYO and the same shall not be subject to dispute by the Channel Partner. OYO shall have the sole discretion to change the terms of the said policy from time to time. For Palette Resorts properties, the hotel shall be transformed, branded and listed under the brand name “Palette Resorts” (or any other brand name as OYO deems fit) on OYO Platform. Due to the nature of the Internet, OYO cannot guarantee the continuous and uninterrupted availability and accessibility of the OYO Platform. OYO may restrict the availability of the OYO Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the OYO Platform. OYO may improve, enhance and modify the OYO Platform and introduce new OYO Services from time to time.

B. GUEST CHECK IN AND CHECK OUT POLICY

OYO follows a standard 23 hour Check-in Check-out policy – 12 PM Check-in and 11 AM Check-out. In case of early Check-in or late Check-out request by guest, Channel Partners shall provide the room based on availability. OYO does not discriminate and takes instances of violations with utmost seriousness, accordingly the Channel Partner shall ensure that no guest is denied check-in at its Hotel on the basis of gender, caste, religion, ethnicity, place of origin etc. failing which OYO shall reserve the right to take appropriate action against the Channel Partner including but not limited to suspend and/or terminate its arrangement with the Channel Partner, claim reimbursement of the cost incurred in shifting or providing any other assistance to such guest. This without prejudice to OYO's rights under the agreement and law.

C. BREAKFAST

The Channel Partner agrees to abide with OYO's Breakfast Standard; where the Channel Partner fails to meet these requirements, such failure will be accounted for while scoring the hotel under OYO's Property Partner Scoring Policy.

The below requirement is applicable for both properties that have in-house kitchen as well as for those that procure breakfast from outside.

Timing

- a) Breakfast service must start at 7:30 am or earlier.
- b) Breakfast must be available till 10:30 am or later.

Service standards

- a) Food should be served hot.
- b) The dining area must be cleaned every morning before the breakfast service.
- c) The service staff must be well groomed.

Food standards

- a) Portioning- A minimum of 250gm or 300 calories to be served
- b) At least one item on the daily menu for breakfast must change everyday
- c) Menu can repeat after 7 days
- d) In case breakfast buffet is served, the Channel Partner should serve the same to the guest
- e) The Channel Partner must be willing to make alterations in the menu suggested by OYO, if required; and
- f) Main breakfast items must be accompanied with sides

D. Settlement

In relation to the amount charged to the customer for the room stay services, OYO shall be entitled to recover/pay, as the case may be, from the Channel partner, as per the terms of the agreement. Any recovery made shall be exclusive of all taxes applicable on such transaction. OYO also reserves its right to charge "Reservation Fee", for the properties and on/or at the rate as may be deemed fit to the guests and Channel partners have no objection to such charges.

D1. PLATFORM FEES

OYO introduced a monthly "Platform Fee" effective from December 1, 2017, for all our Partners. As of September 1, 2019 the Platform Fees applicable to all our Asset Partners has been revised to 5.5% for properties signed under SMART and SPOT ON contracts and 6% for properties signed under Capital O contracts.

The Platform fees revision shall be done as per the communication dated September 2, 2019 and will continue to include the technology services, including but not limited to - OYO OS, CO-OYO app, booking and guest management system, revenue management services, Online Travel Agent management services, other consumables and Network and Sim/Data Card, along with, additional innovation and updates that we continuously bring to our systems and processes.

i. Hotels where Hotel Manager services are additionally provided: Incremental 1% over and above the base rate of 5.5 or 6% as applicable.

The above charges are exclusive of all applicable taxes.

In cases where the computation of Service fees is based on gross revenue slabs of Channel Partners on rooms stays sold through OYO platform and the channel partner fails to provide all the contracted rooms to OYO, any business commitment "Assured Benchmark Revenue" and gross revenue slabs shall be proportionately adjusted.

Revenue for the purpose of calculation of OYO and owner payout under this agreement shall mean to include all applicable charges for accommodation and other services, levies/cess/duties whether imposed by local/state/central authorities (wherever applicable), whether charged separately or not.

For some channels revenue share payable to Channel Partner shall be calculated on the amount derived after deducting channel charges including but not limited to commissions, customer acquisition expenses, taxes etc. from the gross revenue generated.

ii. OYO will retain full control over pricing and any bookings brought in by the Channel Partner will have to be made at that price. OYO will have full authority to determine and publish room tariffs on booking website / mobile application at any point in time by exercising its dynamic pricing module.

E. TITLE OF THE PROPERTY

Channel partner will maintain, at all times during the term of this contract, full ownership of the property and the business now or hereafter conducted therein or there from (or, if Channel partner's right and interest in the Property is derived through a lease, concession or other agreement, the Channel partner shall keep and maintain such lease, concession or other agreement in full force and effect at all times throughout the term of the contract) free and clear of any lien, mortgage, charge or any other encumbrance.

Channel partner shall, at its own cost and expense, pay and discharge when due any property rents (including lease rents) and other rental payments, concession charges and any other charges payable in respect of the Property and undertake and prosecute all actions including appropriate actions, judicial or otherwise, required to assure quiet and peaceful possession and management of operations of the hotel during the term of the contract.

F. RENTING FOR CORPORATE CHANNELS

OYO may offer renting / hiring of rooms/ banquet with/without value added services to certain customers under its own name. In such cases the Channel Partners should issue a Tax Invoice / Bill of Supply in the name of OYO at the contracted rates. If GST credit on such invoices is not passed to OYO, then OYO will deduct taxes while making payment to the Channel Partner.

G. OYO HOTEL 3C SCORING POLICY

OYO Hotel 3C scoring policy is aimed at rewarding those partners that provide great customer experience by adhering to OYO's committed standards. Hotel adhering to the above standards will be awarded "Delight point" basis guest feedback. Non-adherence to these OYO standards will attract penalty in the form of "Cross" and 3C Penalty room nights calculated basis 3C score of the Hotels.

Adherence to these standards is primarily driven by the "3 Cs" as follows:

- a). Constant availability: Hotel should ensure no Check-in denials or shifting of a guest.
- b). Compatible Rooms: Hotel should ensure that guests are never checked-in a Never Stay Room (Never stay rooms are rooms marked as "Black" during OYO's regular room audits).
- c). Customer Reviews: Hotel should ensure that OYO guests should have a pleasant stay.

H. GUEST EXPERIENCE PRIORITIZATION

73% of the business at OYO Hotels is generated by repeat customers, i.e. customers who have had a pleasant experience in one property prefer choosing an OYO over other hotels time after time. What makes this possible is your continued commitment to ensuring that OYO customers have a great experience at every OYO, that makes them recommend and positively review us. This is only possible when OYO Hotels and our valued franchisees, such as yourself strictly uphold the high quality, service levels, and experience that customers have come to expect of us.

The 3C score of your property is a strong indicator of your and our commitment to meeting these standards and thereby delivering great occupancy and positive recommendations for your property. Properties that consistently maintain a 3C level of 0, 1 and 2 are highly sought after among customers and much appreciated. Therefore, notwithstanding anything, OYO reserves the right to impose liquidated damages and/or disincentivize the Hotel and levy charges on the Hotel (and the Hotel accepts to pay such charges) in the event the Hotel (i) makes an incorrect booking, or (ii) denies check-in to guests or customers, or (iii) encourages the guest to cancel the booking to create an on-site/on-spot booking, or (iv) manipulating guest bookings, or (v) maintaining a low 3c score, or (vi) fails to meet OYO standards which may be found from time to time during audit conducted by OYO.

At OYO, customer experience is a priority and the company is committed to ensuring that all guests at the hotel and all OYO properties are able to have a pleasant and delightful stay experience. In case of any inconsistencies, OYO will go out of its way to make amends with respect to customer experience. Therefore, in the event of an incorrect booking and/or overbooking and/or check-in deny and/or encouraging the guest to cancel the booking and create an on-site/on-spot booking and/or manipulating guest bookings and/or Hotel's failure to comply with its obligation pertaining to room and tariff, OYO may (a) find the guest alternative accommodation of equal or better standard (such as, equal or better star rating, room facilities, room size and hotel facilities) to the original booking, which is either within Hotel facility or in another Hotel, (b) provide complimentary transport to and from the alternative accommodation, and/or (c) absorb the difference in room rate above the net rate agreed at the time of booking on behalf of the Hotel ("Resolution Cost"). In view of the above, OYO reserves the right to charge the Hotel for the inconvenience caused to the Guest ("Inconvenience Charge") along with applicable taxes. The aforementioned Resolution Cost and the Inconvenience Charge plus applicable taxes shall be adjusted against the Hotel's monthly reconciliation amount (and/or at OYO's discretion, OYO shall recover the same from the Hotel). As millions of people book an OYO, the experience in one hotel can significantly affect the potential business and reputation of all OYO hotels. The objective here is thus to minimize situations where either the hotel or the customer are at the receiving end of a poor review or unsatisfactory customer experience.

Whilst the hotel owner provides the room stay services to OYO's customer, there are certain Value added services provided by OYO to Hotel owner. The Hotel further acknowledges that OYO provides services to the Hotel at subsidized costs given our strong relationship built on mutual trust and goodwill and OYO reserves the right to charge and recover from the Hotel such costs and fees that are incurred by OYO, inter-alia, towards guest experience support, marketing and promotion to drive enhanced traffic and incidental cost, expenses or commissions towards bookings for your Hotel basis requirements.

I. SUSPENSION OF LISTING

Suspension of Listing Notwithstanding, anything to the contrary herein contained, OYO reserves the right to place the Channel Partner's hotel under the 'Sold Out' category and thereby suspend access to all bookings for the property (received through the OYO Platform and / or other demand channels) till such time as the outstanding issues are resolved.

Channel Partner's hotel maybe placed on Sold Out under the circumstances listed below or other such circumstances as OYO deems fit: Denying check in to customers who have valid bookings/ reservations;

- (i) Any civil or criminal or tortious acts, commissions and omissions by the Channel Partner its employees, representatives, independent contractors;
- (ii) Any inquiry / investigation against Channel Partner or the hotel which is pending with the law enforcement agencies or any government department;
- (iii) Risk of safety or security of customers, OYO employees, representatives, officials including but not limited to threat or assault;
- (iv) ongoing business dispute with the Channel Partner involving settlement and reconciliation of accounts;
- (v) Instances of force majeure that render a hotel unfit for receiving reservations from customers;
- (vi) the hotel has a continued low guest excellence score;
- (vii) Change on ownership or if the contracting party fails to perform its obligations;
- (viii) Hotel is undergoing renovation;
- (ix) Undertaking acts of disparagement towards the business and/ or brand and/ or reputation and/ or goodwill of OYO; and
- (x) Breach / violation of contractual obligations.

Further notwithstanding, OYO shall be absolved of all obligations under the agreement for the duration in which the Channel Partner's hotel is placed on Sold Out. The Channel Partner shall indemnify, defend and hold harmless OYO, its officers, directors, employees, agents and assigns against all losses, damages, liabilities, costs or expenses arising out of any actions, disputes, litigations brought against OYO by (including but not limited to) any customer, private or government authority on account of reasons that led to the Channel Partners hotel being placed on Sold Out Or issues that may arise at the Channel Partners hotel while the hotel is placed on Sold Out.

4. CONFIDENTIALITY

All documents, instructions, details collected under this Agreement including the customer/guests' personal data, brand standards, operating standards, technology, systems, training manuals, financial details, terms of this Agreement, account and sales information etc. shall be considered as secret and confidential information and Hotel undertakes not to copy or disclose any of its contents or concepts to any other party and not to make any direct or indirect use thereof except as required for due performance under this Agreement. This Agreement is confidential in nature and shall not be disclosed by the Parties to any other third person except as otherwise required by law. During the performance of its obligations under this Agreement, the Hotel and its employees, officers, agents, proprietors, directors, shareholders, stakeholders ("Representatives") may have access to Confidential Information of OYO, which shall be kept fully confidential by the Hotel and its Representatives. The Hotel shall execute necessary non-disclosure agreement with its Representatives and take any other steps that it would reasonably take to protect such confidential information. The obligation under this provision shall survive termination or expiration of this Agreement.

5. TAXES

Each Party with respect to the services rendered in its individual capacity would be solely responsible for compliance of all applicable laws and payment of all applicable taxes, cess or duties as may be required.

Recoveries made by OYO from the Channel partner as per the terms of agreement shall be exclusive of all taxes applicable on such transaction.

In this regard it is further clarified that the Channel Partner is responsible for providing boarding and lodging services as agreed with OYO through terms of the agreement to Oyo's customers on commercial basis and hence shall be solely responsible to pay appropriate taxes, cess or duties that may be levied on such service and any other ancillary purchase or sale of goods and services that is required for the purpose of rendering its services.

The compliance (including but not limited to issuance of tax invoice or bill of supply, computation & deposition of taxes to the Govt. treasury, filing of returns etc.) with Tax laws of the country for the provision of accommodation including any associated services, if any required, is the sole responsibility of the Channel Partner. OYO is in no manner responsible for ensuring such compliance including payments of any taxes (GST or otherwise) on the accommodation services except if required under the provisions of the law.

OYO may provide additional services under its Marketing & Operating Consulting Agreement, to Channel Partners which may include limited access to tax engine / calculator for computing taxes or issuing tax invoices. By providing such additional services to Channel Partner, OYO is neither committing nor managing or executing any tax compliances, which remain responsibility of the Channel Partner with respect to services provided by the Channel Partner, unless otherwise agreed with Channel Partner or required under the law. OYO, while providing such additional services, may affix its logo, brands, tag lines or such other words in communication which may denote use of OYO's software in rendering such services, solely for the purpose of branding and should not be interpreted otherwise.

In the event OYO is made liable to pay any tax under any law for the time being in force applicable on "Channel Partner", then Parties agree that OYO shall have a right to recover the same from the Channel Partner. The Channel Partner shall pay such amount without any demur or protest. OYO

may furnish certificate/ document to demonstrate such claim for payment and proof of deposit of such tax from time to time.

6. EXCLUSIVITY

The Channel Partner shall not during the period of its Agreement with OYO, enter into any agreement directly or indirectly to engage with online aggregators in any manner for or in relation to selling/ marketing / promoting rooms at the Premises. The Channel Partner shall not be authorised to deal with any OTA. However, OYO shall be authorised to engage any OTA for the purpose of listing the Premises / Hotel on their portal. Any fee / commission required to be paid to such OTA, shall be borne by the Channel Partner.

Notwithstanding anything stated herein, if the Channel Partner defaults / breaches its obligation under this clause then the Channel Partner shall be deemed to have breached a material obligation and shall be liable to pay liquidated damages as may be determined by OYO.

Breach of obligation under this clause shall be deemed to be a breach of material obligation and in addition to the remedies provided, OYO shall have a right to terminate the Agreement.

7. RIGHT TO INSPECT

OYO shall have a right to undertake periodic audits/ surprise checks to ensure that the Channel Partner is adhering to the standards of OYO from time to time. OYO shall have a right to conduct such audit without prior notice and through mystery customers. The Channel Partner shall not object to such audits and challenge the findings based on the fact that no prior notice was given for such audit.

OYO shall have a right to review the Guest records of the Channel Partner. The Channel Partner shall co-operate during such audit and provide necessary and correct information

8. ASSIGNMENT

The Channel Partner shall not assign this Agreement to any third party without OYO's prior written consent. In the event there is a change in the control or management of the Channel Partner, the Channel Partner shall inform OYO in writing and OYO shall be entitled to terminate the Agreement with immediate notice in such case.

In case of sale of business or transfer of ownership, the owner or the shareholder of the Channel Partner shall ensure that the intended purchaser of the business agrees to adhere to the terms of this Agreement. OYO shall not be under any obligation to abide by this Agreement, unless the Agreement is novated.

If the Channel Partner intends to change the ownership structure of his trading style to a partnership or to a limited company or in any other manner it is agreed that any such intended change shall be deemed to be an assignment of this Agreement;

OYO shall be entitled to assign the benefit of this Agreement to any other party at any time and shall inform the Channel Partner thereof within a reasonable time thereafter.

9. TERM AND TERMINATION

The term of this Agreement shall be valid and binding upon the Parties for a period of 12 months from the date of acceptance of Agreement. The Agreement will be considered to be automatically

renewed for another 12 months unless terminated by either Party in accordance with the Terms of this Agreement.

10. RELATIONSHIP

The Parties are independent contractors agreeing to provide mutual service on the basis of this rate and contract. Neither Party shall bind the other by its acts, deed nor omissions other than to the extent set out in this Agreement.

11. INDEMNITY

Notwithstanding other obligations, the Channel Partner shall indemnify OYO and hold harmless, its officers, directors, employees, assigns harmless against all losses, damages, liabilities, costs or expenses of whatever form or nature, including without limitation, attorney's fees and expenses and other cost of legal defense whether direct or indirect that they or any of them may sustain or incur as a result of any acts or omissions of the Hotel or any of its directors, employees, officers or agents including but not limited to (i) breach of any obligation under this Agreement (ii) negligence or other tortious conduct (iii) misrepresentation made herein (iv) any delay in payment/ non-payment of taxes.

OYO shall indemnify the Channel Partner and hold harmless, its officers, directors, employees, assigns harmless against all losses, damages, liabilities, costs or expenses of whatever form or nature, including without limitation, attorney's fees and expenses and other cost of legal defense whether direct or indirect that they or any of them may sustain or incur as a result of any acts or omissions of OYO or any of its directors, employees, officers or agents arising out of (i) breach of any obligation under this Agreement (ii) negligence or other tortious conduct or (iii) misrepresentation made herein.

Neither Party shall be liable to the other for any indirect, incidental, punitive, special or consequential damages or losses (including without limitation loss of profit or revenue etc.) whether under contract or in tort and even if the other party had been advised of the possibility of such damage or loss.

The obligation under this Clause shall survive for a period of one year after termination of this Agreement.

12. Loan Services

Disclosures and Declarations:

1. Channel Partner hereby agree to share with OYO or upload on OYO Platform, certain information and documents as may be necessary for the Channel Partner to apply for credit facilities from Banks, Financial Institutions, Non-Banking Companies ('Lenders') to expand Channel Partner's online business on <https://www.oyorooms.com> or through mail.

2. Channel partner further authorize OYO and any of the third parties engaged by OYO to share with the Lenders details relating to Channel Partner's business on OYO's website/platform including but not limited to contact details, SRN, URN, Prepaid & Post-paid Sales data, bank statements, latest, income tax returns, GST Returns, relevant financial documents and payment history as may be necessary for the purpose contemplated herein.

3. On Channel Partner's request, OYO has agreed to assist Channel Partner and forward the above referred information and/or documents to any of the Lenders or any other person which OYO may

deem appropriate, from time to time, enabling Lenders to assess Channel Partner's credit worthiness and eligibility for credit facilities. Channel Partner acknowledges and agrees that the Lenders shall run an inquiry on credit bureau report of Channel Partner, its Proprietor/Partner(s)/Director(s)/Guarantor(s) to check credit history of Channel Partner. Channel Partner agrees that such action or disclosure of information/documents shall not be regarded as unauthorized action/disclosure and Channel Partner shall not hold OYO responsible for any loss or damage arising out of such action/disclosure. Channel Partner acknowledges and accepts and accords no objection if it receives any call(s), SMS(s) or e-mail(s) from the Lender or any agency appointed by Lender in the process of credit assessment. Channel Partner acknowledges that this does not in any way constitute an obligation on OYO to procure credit facilities for Channel Partners or constitute a warranty by OYO that credit facilities will be available.

4. OYO will not edit content uploaded/shared on the OYO Platform.

5. Channel Partner warrants to OYO that all information provided hereunder is true and accurate in all respects. Channel Partner will promptly update if any of the information Channel Partner provides hereunder, changes.

6. OYO does not warrant uninterrupted access to the OYO Platform, and access to the OYO Platform may be suspended, restricted or terminated at any time.

7. Channel Partner warrants that Channel Partner has taken all reasonable precautions to ensure that any data or document Channel Partner uploads or otherwise submits to the OYO Platform is free from viruses and anything else which may have a contaminating or destructive effect on any part of the OYO Platform or any other technology.

8. The content and material available on the OYO Platform is for informational purposes only and should not be regarded as an offer, solicitation, invitation, advice or recommendation to buy or sell any financial services or banking product.

9. Channel Partner acknowledges and agrees that the offer/sanctioning of credit facilities is solely at discretion of Lenders without any obligation to update Channel Partner about the status or to give reason(s) for rejection. Channel Partner understands that Lenders may share with OYO information relating to sanction of credit facilities, repayment details and related documents which OYO shall keep confidential.

10. OYO owns all present and future copyright, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights existing in or in relation to the OYO Platform.

11. Channel Partner agrees to indemnify and hold harmless OYO against and reimburse for all losses, suits, claims, damages and demands arising out of Channel Partner's breach or default in repayment of the financial or credit facilities granted by any Lender.

12. Channel Partner shall be liable to OYO for any loss or damage suffered by OYO as a result of any breach of these terms and conditions or any fraudulent use of the OYO Platform.

13. These terms and conditions shall be applicable in addition to the other terms and conditions of the OYO Platform. OYO may update or amend these terms and conditions from time to time to comply with law or to meet our changing business requirements. OYO may not always be able to give Channel Partner advanced notice of such updates or amendments but OYO will always post

them on the OYO Platform so that Channel Partner can view them before using the OYO Platform. By continuing to use the OYO Platform, Channel Partner agrees to be bound by the terms of these updates and amendments.

14. If any of these terms and conditions is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.

15. No single or partial exercise, or failure or delay in exercising any right, power or remedy by OYO shall constitute a waiver by OYO of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these terms and conditions or otherwise.

16. T & C for interested partners:

a). The Hotel Partner shall be eligible to avail the financial assistance from OYO's financing partners under this scheme for such tenor/duration/term as mentioned in respective partners sanction letter(s), provided that the agreement with OYO should have at least 6 months or more validity than loan tenure. If Hotel Partner seeks to avail financial assistance beyond the term mentioned herein, the Hotel Partner shall contact the OYO officials and get the agreement renewed/extended before disbursement. This agreement would be binding with Hotel Partner and OYO

b). If the Hotel Partners is having lease arrangement with property owner(s) , it shall be eligible to avail the financial assistance from OYO's financing partners under this scheme for such tenor/duration/term as mentioned in respective partners sanction letter(s),, provided that the last instalment of the loan falls due at least 6 months prior to expiry date of the lease deed executed between the Hotel Partner and Lessor. If Hotel Partner seeks to avail financial assistance beyond the term mentioned herein, Hotel Partner shall contact his / her lessor and get the lease deed renewed/extended before disbursement.

c). Hotel partners needs to repay the loan and take no objections/no dues certificate from Financiers, in case , they intend to revoke the agreement with OYO and/or with the Lessor. The Hotel Partner shall allow OYO to deploy POS/EDC and CMS (Cash Pickup Facility) as per the its guidelines, and Hotel Partner shall ensure payment of at least 50% of its weekly business through POS/EDC and CMS to make them eligible for payment of Association Bonus under this scheme.

d). Hotel partners agrees to abide by all the terms & Condition of agreement with OYO and respective financing partner (As applicable time to time) and shall report suo moto any breach/occurrence of any event leading to breach of this terms and conditions. The OYO shall ensure the deployment of POS at the premises of its Hotel Partner having business in a metro city within 4 working days (TAT) starting from day of approval of the request and POS deployment shall be completed within 7 Working days (TAT) from the day of approval of the request at the premises of its Hotel Partner having business in a non-metro city, through its authorized vendors.

e). Select Hotel Partner shall be entitled to receive Association Bonus after 30 days from the date of disbursement, only if Hotel Partner makes timely repayment of OYO take rate (Margin/Fee) & Financier EMI and is in compliance of all the terms and conditions mentioned herein..

17. Association Bonus (Interest Component) (Referred as AB) Payout Policy

a). AB Start Date: AB will be given once the property is live.

b). Time Period for which AB is given: During the subsistence of the Loan, AB will be given only for the period when the property is Live with OYO.

c). Monthly AB Value:

a. Franchise Business (Smart Segment) –It will be given on equated basis over the entire loan tenor. E.g On a loan of Rs 100 for tenor of 12 months if total interest applicable is Rs. 12. Every month 1 Re. will be given as Association Bonus as per live status of property. AB will be given as per the reconciliation cycle.

- b. Self Operated Business – It will be given as per the interest component in the Monthly EMIs. AB will be given as per the Rental cycle.
- d). If the Hotel Partner or OYO has terminated the agreement and the property is no longer associated with OYO, AB will not be given by OYO.
- e). AB will only be paid when the property is in Live State. And will not be given for In Progress, Active, Block, Sold Out, Purge State.
- f). AB will not be given to the Hotel Partner if Hotel Partner is not servicing the EMI/defaulted in repayment of loan or has breached the terms of the agreement with OYO.

13. WARRANTIES

Channel Partner represents and warrants that it has full legal right, power and authority to carry on its business and to enter into this Agreement and perform all its obligations, terms and conditions hereunder and neither the execution nor delivery of this Agreement, nor fulfillment nor compliance with the terms and provision hereof, will conflict with, or result in a breach of terms, conditions or provisions of, or constitute a default under, or result in any violation of its charter document or bye law, if any, or any agreement, restriction, instrument, order , judgement, decree, statute, law, rule or regulation to which it is subjected or require any consent, approval or other action by any court, tribunal, administrative or governmental body.

Channel Partner additionally represents that it is operating its business in compliance with all the applicable laws, regulations and statutes and it has the requisite licenses in place (including lift operating, fire department clearance, tourism, local municipality approvals and licenses etc.) to operate the business.

14. JURISDICTION

If any dispute shall arise between the Parties hereto concerning the construction interpretation or application of any of the provisions of the Terms & Conditions, such dispute shall be referred to the arbitration of a single arbitrator to be appointed by Parties. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in New Delhi.

Any failure, delay or forbearance on the part of OYO in: (i) exercising any right, power or privilege under this Agreement; or (ii) enforcing terms of this Agreement, shall not operate as a waiver thereof, nor shall any single or partial exercise by OYO of any right, power or privilege preclude any other future exercise or enforcement thereof.

The Parties hereto agree that each of the provisions contained in this Agreement shall be severable, and the unenforceability of one or more provisions of this Agreement shall not affect the enforceability of any other provision(s) or of the remainder of this Agreement.

The courts in New Delhi shall have exclusive jurisdiction to settle any disputes between the Parties under this Agreement.

15. GUEST PRIVACY

Keeping in line with global standards of data protection, security and integrity, OYO has made significant investment in our systems, training and people and are revising our policies to have in place robust safeguards around data you collect through you and updating our guest privacy policies and standards.

16. DEVICE USAGE TERMS

- a). You will not misuse the sim card installed in the device or remove it from the device;
- b). You will ensure that you will have a functional device, as provide by OYO to you for hotel management system, at all times. Should the device malfunction or be stolen or damaged, you will inform OYO promptly and no later than 6 hours of the malfunction or theft or damage;
- c). You will ensure that all bookings are undertaken by you through the OYO Technology Platform and through the aforementioned device provided by OYO in this regard.
- d). You will not use, for any reason whatsoever, any alternate means (phone/ emails) to connect with the customer in parallel to take any unaccounted or direct bookings and thereby circumventing the process. Any act on your part to circumvent the process shall be treated as a material breach of the understanding between the parties and a serious breach of the provisions of the Agreement.

17. COMPLIANCE

The Channel Partner shall ensure that it shall and all its officers, employees and agents remain compliant at all times with all laws, rule, regulations and notifications pertaining to anti-bribery, anti-corruption and money laundering and/or corrupt payments including but not limited to Prevention of Corruption Act 1988, Indian Penal Code, 1860, Foreign Contribution (Regulation) Act, 2010, Prevention of Money Laundering Act, 2002, Foreign Corrupt Practices Act 1977, UK Bribery Act 2010 including any such policies of OYO (along with their modifications) that the Channel Partner and its officers, employees and agents may be required to comply with from time to time.

Furthermore, the Channel Partner shall ensure that it shall and officers, employees and agents shall not offer bribes, payments, promise to pay, engage in quid pro quo, unlawful gratuities or other benefits to OYO employees, representatives, independent contractors, agents and any government officials (including any officer or employee of a foreign government or government-controlled entity or of a public international organization, or any person acting in an official or representative capacity for or on behalf of any of the foregoing, or any political party or official thereof, or candidate for political office, or legislative, administrative or judicial officials whether or not elected or appointed, all of the foregoing being referred to "Government Officials") or to any other person while knowing that all or some portion of the money or value be offered , given or promised to a Government Official for the purpose of obtaining or retaining business, an advantage in the conduct of business or securing any improper advantage.

The Channel Partner shall support and cooperate with any review or audit exercise undertaken by OYO or any government authority including but not limited to submission of periodic compliance certifications upon OYO's request, cooperating with OYO's authorized representatives deputed to monitor business conduct and cooperating with investigations pertaining to violations and share documents that may be required for such investigation/audit. Failing which, OYO reserves the right to suspend and/ or terminate its arrangement with the Channel Partner with immediate effect in addition to the remedies available.

Channel Partner acknowledges and covenants to not employ or engage in child labour and/or bonded labour and shall at all times remain compliant with all local legislations applicable to it's business operations including but not limited to labour laws. The Channel Partner shall not, directly or indirectly, employ or engage with third parties that employ persons who are under the permissible legal age to be employed or engaged by the Hotel or such third parties.

Channel Partner ensures it shall and all its officers, employees and agents maintain compliance with laws relating to Sexual Harassment at workplace and human trafficking and crimes against women

and children at all times. Subsequently, it shall ensure strict compliance with including but not limiting to Prevention of Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 ("POSH"), Immoral Traffic Prevention Act, 1956, Protection of Children From Sexual Offences (POSCO) Act, 2012. It shall be the Channel Partner's responsibility to provide a safe environment for its employees and guests and to promptly report any instances of violation to the local law enforcement agencies including a copy to OYO.

Channel Partner should ensure it shall and all its officers, employees and agents do not use, possess distribute, sell or be under the influence of illegal drugs and/or alcohol on its Hotel premises and maintains strict compliance with all local legislations and rules in this respect.

Channel Partners

Last updated: upto 30/07/2019

Please read these Terms & Conditions carefully as they contain important information about legal rights, remedies and obligations. By accessing or using the OYO Platform, you agree to comply with and be bound by these Terms of Service. Please Note there is a change in Clause D "SERVICE & PLATFORM FEES" section of the OYO T&C, same shall be effective from 1st March 2018 to all our channel partners.

1. TERMS OF SERVICE

These Terms of Service ("Terms") constitute a legally binding agreement ("Agreement") between Channel Partner and OYO governing OYO's right on Channel partner room stays, access to and use of the OYO website, including any subdomains thereof, and any other websites through which OYO makes the OYO Services available (collectively, "Site"), our mobile, tablet and other smart device applications, and application program interfaces (collectively, "Application") and all associated services viz. hospitality services, technical know-how in relation to operating and managing budget hotels, (collectively, "OYO Services"). The Site, Application and OYO Services together are hereinafter collectively referred to as the "OYO Platform". Your use of the Website, Application and/or agreement signed (either electronically or otherwise) is an acknowledgment that you have reviewed the Terms and Conditions listed at <https://www.oyorooms.com/terms?oyocorporate=> page and agree to comply with these Terms.

OYO reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the OYO Platform. We will also provide you with notice of the modifications by email when they become effective. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect but subject to lock in period. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the OYO Platform will constitute acceptance of the revised Terms.

Channel Partner alone shall be responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Hotel / Premises. For example, some cities have laws that restrict their ability to host guests for short periods or provide certain hotel related services. In many cities, Channel Partner may have to register, get a permit or obtain a license before providing certain hotel related services including but not limited to preparing food, serving alcohol for sale, guiding tours or operating a vehicle). Channel Partner shall be alone responsible for identifying and obtaining any required licenses, permits, or registrations for any services they offer. Channel Partner

understands that certain types of services may be prohibited altogether and penalties may include fines or other enforcement.

In an event, if OYO is made liable to pay taxes, fee, duty, levy, charges, etc. on behalf of the Channel Partner for the Hotel / Premises under any law for the time being in force, OYO will deduct the applicable taxes under such law and remit the balance during monthly settlement process.

2. INTELLECTUAL PROPERTY

OYO has through the investment of considerable time and money developed a unique and distinctive system of creating a network of high-quality budget accommodation and marketing such network hotels to its customers in a large scale under the mark “OYO” and other associated logos, designs and brands (“Marks”). The system includes proprietary and distinctive techniques, technology, training methods, operating methods, designs and decor, uniform apparel, color schemes, furnishings, marketing materials, promotional strategies, and customer service requirements (“Know-How”), all of which may be modified from time to time by OYO, and which are directed towards marketing the network Channel Partner in a manner that will enhance the goodwill associated therewith.

OYO identifies high quality budget hotels or helps existing hotels to implement systems to enable them to transform into high quality budget accommodation. Upon being satisfied that a hotel meets the standards prescribed by OYO, OYO markets and promotes the hotel as “OYO”.

The Channel Partner agrees that it enjoys promotional advantage on being associated with the brand name “OYO” and in this regard OYO authorizes the Channel Partner to use the Marks. The Channel Partner undertakes not to do anything to prejudice or damage the goodwill in the Marks or the reputation of OYO. If the Channel Partner becomes aware of any infringement of the Marks by any other party trading with Marks similar or identical to the Marks, the Channel Partner shall immediately notify the OYO thereof in writing. Any use of the Marks by the Channel Partner shall be deemed to be a use of the same by OYO for the purpose of trademark protection and thus where required by OYO, the Channel Partner shall join with or assist OYO at OYO’s cost and expense in making or to make application to become the registered user of the Marks.

The Channel Partner agrees in order to protect the OYO’s intellectual property rights and maintain the common identity and reputation of the network, the Channel Partner must comply with quality specifications laid down by OYO from time to time. Any breach by Channel Partner in respect thereof may cause irreparable harm and injury to OYO and its intellectual property.

The Channel Partner shall use all reasonable endeavors to conceive and develop new and improved methods of carrying out the Business and improvements in operating procedure and other additions or modifications to the existing technology and Know-How of OYO (hereinafter referred to as “Improvements”). The Channel Partner agrees to disclose fully any Improvements to OYO and OYO shall determine the feasibility and desirability of incorporating them into OYO’s existing technology and Know-How. The Channel Partner shall transfer all rights in any such Improvement to OYO without any additional consideration.

Channel Partner agrees and acknowledges that in order to improve visibility of a hotel on OYO’s platform/consumer application and or any other websites, OYO at its own expense shall have the right to click and upload pictures of the Channel Partner’s Hotel during the validity of this Agreement. It is understood and agreed by the Partner that the intellectual property rights for all such images shall rest solely with OYO and OYO in no way claims/guarantees with respect to the

performance or saleability of the Hotel on account of the inclusion of the aforementioned pictures on OYO's platform/consumer application and or any other websites.

3. TERMS OF OPERATIONS

A. USE OF OYO PLATFORM & INTELLECTUAL PROPERTY

OYO grants to the Channel Partner during the period of this Agreement and subject to the terms and conditions hereof the permission to (i) utilize the Know-How and (ii) be listed on OYO Platform, to market or promote bookings by associating with the Mark "OYO", to provide accommodation services to OYO's customers as per operating standards of OYO.

The Channel Partner agrees that at all times during the term of this Agreement it will list 100% of its total room inventory on OYO Platform and OYO shall have right over such room inventory/stays to direct Channel partner to provide room stays to its customers.

The Channel Partner acknowledges that in order to facilitate the completion of OYO's obligations under this Agreement and other similar agreements, OYO has the right to list the Channel Partner within its network as "OYO" on the OYO Platform. The Channel Partner shall provide its services to the customers as per the operating standards as prescribed by OYO (whether attracted through OYO Platform or otherwise). Once a booking has been confirmed to OYO's customer on OYO Platform, the Channel Partner is under an obligation to honor such booking and provide accommodation services. In the event, the Channel Partner is unable to honor the booking to provide accommodation services for any unforeseeable circumstances, the Channel Partner shall provide alternate accommodation of comparable standards failing which a penalty of twice the booking amount / cost of alternate accommodation provided by OYO – whichever is higher, will be charged.

OYO may advise the Channel Partner in modifying the Premises to meet OYO standards and agree on alterations or modification that may be required at the Premises through a mutually agreed "Transformation Audit Report The Channel Partner shall ensure that the Premises is maintained and run as per the standards set out in the Transformation Audit Report and/or the operating, brand and OYO standards as may be published (online or otherwise) from time to time during the term of this Agreement. OYO shall have the right to amend these standards unilaterally and shall keep the Channel Partner notified of any alterations and/or improvements in or to the operating, brand or OYO standards.

The operating, brand and OYO Standards which exist as on date have been provided to Channel Partner and the Channel Partner acknowledges that it has read and understood the same. The Channel Partner undertakes to make all such modifications/ alterations in the Premises as per the OYO Standards at its own cost and expenses.

OYO may assist the Channel Partner by providing the Know-How which shall at all times remain the property of OYO and train the Channel Partner's staff in the operation of the hotel as per the OYO Standards. OYO shall keep the Channel Partner notified of any alterations and/or improvements in or to the operating or brand standards. All operating costs, including the cost of employees, manpower, consumables, utilities rents, taxes etc. shall be the sole responsibility of the Channel Partner.

OYO will provide the Channel Partner with digital tablet or any other device that may be necessary to manage all check-in and check-out from the Channel Partner and record the payment receipt. Such device is an integral part of OYO's booking and reservation management system. Channel Partner shall be solely responsible for safe and proper operation of such device. The Channel Partner

shall ensure that the device is not used to make any fraudulent booking or any other illegal purpose that may compromise the records or the accounts of the Channel Partner or OYO. The Channel Partner shall be liable to pay for the cost of replacement or repair of the device in case any damage is caused to the device. The Channel Partner shall assign the use and operation of the device to its authorized representatives and the Channel Partner shall remain responsible as principle to the act of its agents.

The Channel Partner acknowledges that it may be entitled to incentives or may be subject to disincentives based on its performance ranked and measured in accordance with the OYO's Property Partner Scoring Policy as may be communicated by OYO from time to time. The Channel Partner agrees that the ranking and performance rating shall be as per the sole opinion of OYO and the same shall not be subject to dispute by the Channel Partner. OYO shall have the sole discretion to change the terms of the said policy from time to time. For Palette Resorts properties, the hotel shall be transformed, branded and listed under the brand name "Palette Resorts" (or any other brand name as OYO deems fit) on OYO Platform. Due to the nature of the Internet, OYO cannot guarantee the continuous and uninterrupted availability and accessibility of the OYO Platform. OYO may restrict the availability of the OYO Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the OYO Platform. OYO may improve, enhance and modify the OYO Platform and introduce new OYO Services from time to time.

B. GUEST CHECK IN AND CHECK OUT POLICY

OYO follows a standard 23 hour Check-in Check-out policy – 12 PM Check-in and 11 AM Check-out. In case of early Check-in or late Check-out request by guest, Channel Partners shall provide the room based on availability. OYO does not discriminate and takes instances of violations with utmost seriousness, accordingly the Channel Partner shall ensure that no guest is denied check-in at its Hotel on the basis of gender, caste, religion, ethnicity, place of origin etc. failing which OYO shall reserve the right to take appropriate action against the Channel Partner including but not limited to suspend and/or terminate its arrangement with the Channel Partner, claim reimbursement of the cost incurred in shifting or providing any other assistance to such guest. This without prejudice to OYO's rights under the agreement and law.

C. BREAKFAST

The Channel Partner agrees to abide with OYO's Breakfast Standard; where the Channel Partner fails to meet these requirements, such failure will be accounted for while scoring the hotel under OYO's Property Partner Scoring Policy.

The below requirement is applicable for both properties that have in-house kitchen as well as for those that procure breakfast from outside.

Timing

- a) Breakfast service must start at 7:30 am or earlier.
- b) Breakfast must be available till 10:30 am or later.

Service standards

- a) Food should be served hot.
- b) The dining area must be cleaned every morning before the breakfast service.
- c) The service staff must be well groomed.

Food standards

- a) Portioning- A minimum of 250gm or 300 calories to be served
- b) At least one item on the daily menu for breakfast must change everyday
- c) Menu can repeat after 7 days
- d) In case breakfast buffet is served, the Channel Partner should serve the same to the guest
- e) The Channel Partner must be willing to make alterations in the menu suggested by OYO, if required; and
- f) Main breakfast items must be accompanied with sides

D. Settlement

In relation to the amount charged to the customer for the room stay services, OYO shall be entitled to recover/pay, as the case may be, from the Channel partner, as per the terms of the agreement. Any recovery made shall be exclusive of all taxes applicable on such transaction. OYO also reserves its right to charge "Reservation Fee", for the properties and on/or at the rate as may be deemed fit to the guests and Channel partners have no objection to such charges.

D1. PLATFORM FEES

OYO introduced a monthly "Platform Fee" effective from December 1, 2017, for all our Partners. As of September 1, 2019 the Platform Fees applicable to all our Asset Partners has been revised to 5.5% for properties signed under SMART and SPOT ON contracts and 6% for properties signed under Capital O contracts.

The Platform fees revision shall be done as per the communication dated September 2, 2019 and will continue to include the technology services, including but not limited to - OYO OS, CO-OYO app, booking and guest management system, revenue management services, Online Travel Agent management services, other consumables and Network and Sim/Data Card, along with, additional innovation and updates that we continuously bring to our systems and processes.

- i. Hotels where Hotel Manager services are additionally provided: Incremental 1% over and above the base rate of 5.5 or 6% as applicable.

The above charges are exclusive of all applicable taxes.

In cases where the computation of Service fees is based on gross revenue slabs of Channel Partners on rooms stays sold through OYO platform and the channel partner fails to provide all the contracted rooms to OYO, any business commitment "Assured Benchmark Revenue" and gross revenue slabs shall be proportionately adjusted.

Revenue for the purpose of calculation of OYO and owner payout under this agreement shall mean to include all applicable charges for accommodation and other services, levies/cess/duties whether imposed by local/state/central authorities (wherever applicable), whether charged separately or not.

For some channels revenue share payable to Channel Partner shall be calculated on the amount derived after deducting channel charges including but not limited to commissions, customer acquisition expenses, taxes etc. from the gross revenue generated.

ii. OYO will retain full control over pricing and any bookings brought in by the Channel Partner will have to be made at that price. OYO will have full authority to determine and publish room tariffs on booking website / mobile application at any point in time by exercising its dynamic pricing module.

E. TITLE OF THE PROPERTY

Channel partner will maintain, at all times during the term of this contract, full ownership of the property and the business now or hereafter conducted therein or there from (or, if Channel partner's right and interest in the Property is derived through a lease, concession or other agreement, the Channel partner shall keep and maintain such lease, concession or other agreement in full force and effect at all times throughout the term of the contract) free and clear of any lien, mortgage, charge or any other encumbrance.

Channel partner shall, at its own cost and expense, pay and discharge when due any property rents (including lease rents) and other rental payments, concession charges and any other charges payable in respect of the Property and undertake and prosecute all actions including appropriate actions, judicial or otherwise, required to assure quiet and peaceful possession and management of operations of the hotel during the term of the contract.

F. RENTING FOR CORPORATE CHANNELS

OYO may offer renting / hiring of rooms/ banquet with/without value added services to certain customers under its own name. In such cases the Channel Partners should issue a Tax Invoice / Bill of Supply in the name of OYO at the contracted rates. If GST credit on such invoices is not passed to OYO, then OYO will deduct taxes while making payment to the Channel Partner.

G. OYO HOTEL 3C SCORING POLICY

OYO Hotel 3C scoring policy is aimed at rewarding those partners that provide great customer experience by adhering to OYO's committed standards. Hotel adhering to the above standards will be awarded "Delight point" basis guest feedback. Non-adherence to these OYO standards will attract penalty in the form of "Cross" and 3C Penalty room nights calculated basis 3C score of the Hotels.

Adherence to these standards is primarily driven by the "3 Cs" as follows:

- a). Constant availability: Hotel should ensure no Check-in denials or shifting of a guest.
- b). Compatible Rooms: Hotel should ensure that guests are never checked-in a Never Stay Room (Never stay rooms are rooms marked as "Black" during OYO's regular room audits).
- c). Customer Reviews: Hotel should ensure that OYO guests should have a pleasant stay.

H. GUEST EXPERIENCE PRIORITIZATION

73% of the business at OYO Hotels is generated by repeat customers, i.e. customers who have had a pleasant experience in one property prefer choosing an OYO over other hotels time after time. What makes this possible is your continued commitment to ensuring that OYO customers have a great experience at every OYO, that makes them recommend and positively review us. This is only possible when OYO Hotels and our valued franchisees, such as yourself strictly uphold the high quality, service levels, and experience that customers have come to expect of us.

The 3C score of your property is a strong indicator of your and our commitment to meeting these standards and thereby delivering great occupancy and positive recommendations for your property. Properties that consistently maintain a 3C level of 0, 1 and 2 are highly sought after among customers and much appreciated. Therefore, notwithstanding anything, OYO reserves the right to impose liquidated damages and/or disincentivize the Hotel and levy charges on the Hotel (and the

Hotel accepts to pay such charges) in the event the Hotel (i) makes an incorrect booking, or (ii) denies check-in to guests or customers, or (iii) encourages the guest to cancel the booking to create an on-site/on-spot booking, or (iv) manipulating guest bookings, or (v) maintaining a low 3c score, or (vi) fails to meet OYO standards which may be found from time to time during audit conducted by OYO.

At OYO, customer experience is a priority and the company is committed to ensuring that all guests at the hotel and all OYO properties are able to have a pleasant and delightful stay experience. In case of any inconsistencies, OYO will go out of its way to make amends with respect to customer experience. Therefore, in the event of an incorrect booking and/or overbooking and/or check-in deny and/or encouraging the guest to cancel the booking and create an on-site/on-spot booking and/or manipulating guest bookings and/or Hotel's failure to comply with its obligation pertaining to room and tariff, OYO may (a) find the guest alternative accommodation of equal or better standard (such as, equal or better star rating, room facilities, room size and hotel facilities) to the original booking, which is either within Hotel facility or in another Hotel, (b) provide complimentary transport to and from the alternative accommodation, and/or (c) absorb the difference in room rate above the net rate agreed at the time of booking on behalf of the Hotel ("Resolution Cost"). In view of the above, OYO reserves the right to charge the Hotel for the inconvenience caused to the Guest ("Inconvenience Charge") along with applicable taxes. The aforementioned Resolution Cost and the Inconvenience Charge plus applicable taxes shall be adjusted against the Hotel's monthly reconciliation amount (and/or at OYO's discretion, OYO shall recover the same from the Hotel). As millions of people book an OYO, the experience in one hotel can significantly affect the potential business and reputation of all OYO hotels. The objective here is thus to minimize situations where either the hotel or the customer are at the receiving end of a poor review or unsatisfactory customer experience.

Whilst the hotel owner provides the room stay services to OYO's customer, there are certain Value added services provided by OYO to Hotel owner. The Hotel further acknowledges that OYO provides services to the Hotel at subsidized costs given our strong relationship built on mutual trust and goodwill and OYO reserves the right to charge and recover from the Hotel such costs and fees that are incurred by OYO, inter-alia, towards guest experience support, marketing and promotion to drive enhanced traffic and incidental cost, expenses or commissions towards bookings for your Hotel basis requirements.

I. SUSPENSION OF LISTING

Suspension of Listing Notwithstanding, anything to the contrary herein contained, OYO reserves the right to place the Channel Partner's hotel under the 'Sold Out' category and thereby suspend access to all bookings for the property (received through the OYO Platform and / or other demand channels) till such time as the outstanding issues are resolved.

Channel Partner's hotel maybe placed on Sold Out under the circumstances listed below or other such circumstances as OYO deems fit: Denying check in to customers who have valid bookings/ reservations;

(i) Any civil or criminal or tortious acts, commissions and omissions by the Channel Partner its employees, representatives, independent contractors;

(ii) Any inquiry / investigation against Channel Partner or the hotel which is pending with the law enforcement agencies or any government department;

- (iii) Risk of safety or security of customers, OYO employees, representatives, officials including but not limited to threat or assault;
- (iv) ongoing business dispute with the Channel Partner involving settlement and reconciliation of accounts;
- (v) Instances of force majeure that render a hotel unfit for receiving reservations from customers;
- (vi) the hotel has a continued low guest excellence score;
- (vii) Change on ownership or if the contracting party fails to perform its obligations;
- (viii) Hotel is undergoing renovation;
- (ix) Undertaking acts of disparagement towards the business and/ or brand and/ or reputation and/ or goodwill of OYO; and
- (x) Breach / violation of contractual obligations.

Further notwithstanding, OYO shall be absolved of all obligations under the agreement for the duration in which the Channel Partner's hotel is placed on Sold Out. The Channel Partner shall indemnify, defend and hold harmless OYO, its officers, directors, employees, agents and assigns against all losses, damages, liabilities, costs or expenses arising out of any actions, disputes, litigations brought against OYO by (including but not limited to) any customer, private or government authority on account of reasons that led to the Channel Partners hotel being placed on Sold Out Or issues that may arise at the Channel Partners hotel while the hotel is placed on Sold Out.

4. CONFIDENTIALITY

All documents, instructions, details collected under this Agreement including the customer/guests' personal data, brand standards, operating standards, technology, systems, training manuals, financial details, terms of this Agreement, account and sales information etc. shall be considered as secret and confidential information and Hotel undertakes not to copy or disclose any of its contents or concepts to any other party and not to make any direct or indirect use thereof except as required for due performance under this Agreement. This Agreement is confidential in nature and shall not be disclosed by the Parties to any other third person except as otherwise required by law. During the performance of its obligations under this Agreement, the Hotel and its employees, officers, agents, proprietors, directors, shareholders, stakeholders ("Representatives") may have access to Confidential Information of OYO, which shall be kept fully confidential by the Hotel and its Representatives. The Hotel shall execute necessary non-disclosure agreement with its Representatives and take any other steps that it would reasonably take to protect such confidential information. The obligation under this provision shall survive termination or expiration of this Agreement.

5. TAXES

Each Party with respect to the services rendered in its individual capacity would be solely responsible for compliance of all applicable laws and payment of all applicable taxes, cess or duties as may be required.

Recoveries made by OYO from the Channel partner as per the terms of agreement shall be exclusive of all taxes applicable on such transaction.

In this regard it is further clarified that the Channel Partner is responsible for providing boarding and lodging services as agreed with OYO through terms of the agreement to Oyo's customers on commercial basis and hence shall be solely responsible to pay appropriate taxes, cess or duties that may be levied on such service and any other ancillary purchase or sale of goods and services that is required for the purpose of rendering its services.

The compliance (including but not limited to issuance of tax invoice or bill of supply, computation & deposition of taxes to the Govt. treasury, filing of returns etc.) with Tax laws of the country for the provision of accommodation including any associated services, if any required, is the sole responsibility of the Channel Partner. OYO is in no manner responsible for ensuring such compliance including payments of any taxes (GST or otherwise) on the accommodation services except if required under the provisions of the law.

OYO may provide additional services under its Marketing & Operating Consulting Agreement, to Channel Partners which may include limited access to tax engine / calculator for computing taxes or issuing tax invoices. By providing such additional services to Channel Partner, OYO is neither committing nor managing or executing any tax compliances, which remain responsibility of the Channel Partner with respect to services provided by the Channel Partner, unless otherwise agreed with Channel Partner or required under the law. OYO, while providing such additional services, may affix its logo, brands, tag lines or such other words in communication which may denote use of OYO's software in rendering such services, solely for the purpose of branding and should not be interpreted otherwise.

In the event OYO is made liable to pay any tax under any law for the time being in force applicable on "Channel Partner", then Parties agree that OYO shall have a right to recover the same from the Channel Partner. The Channel Partner shall pay such amount without any demur or protest. OYO may furnish certificate/ document to demonstrate such claim for payment and proof of deposit of such tax from time to time.

6. EXCLUSIVITY

The Channel Partner shall not during the period of its Agreement with OYO, enter into any agreement directly or indirectly to engage with online aggregators in any manner for or in relation to selling/ marketing / promoting rooms at the Premises. The Channel Partner shall not be authorised to deal with any OTA. However, OYO shall be authorised to engage any OTA for the purpose of listing the Premises / Hotel on their portal. Any fee / commission required to be paid to such OTA, shall be borne by the Channel Partner.

Notwithstanding anything stated herein, if the Channel Partner defaults / breaches its obligation under this clause then the Channel Partner shall be deemed to have breached a material obligation and shall be liable to pay liquidated damages as may be determined by OYO.

Breach of obligation under this clause shall be deemed to be a breach of material obligation and in addition to the remedies provided, OYO shall have a right to terminate the Agreement.

7. RIGHT TO INSPECT

OYO shall have a right to undertake periodic audits/ surprise checks to ensure that the Channel Partner is adhering to the standards of OYO from time to time. OYO shall have a right to conduct such audit without prior notice and through mystery customers. The Channel Partner shall not object to such audits and challenge the findings based on the fact that no prior notice was given for such audit.

OYO shall have a right to review the Guest records of the Channel Partner. The Channel Partner shall co-operate during such audit and provide necessary and correct information

8. ASSIGNMENT

The Channel Partner shall not assign this Agreement to any third party without OYO's prior written consent. In the event there is a change in the control or management of the Channel Partner, the Channel Partner shall inform OYO in writing and OYO shall be entitled to terminate the Agreement with immediate notice in such case.

In case of sale of business or transfer of ownership, the owner or the shareholder of the Channel Partner shall ensure that the intended purchaser of the business agrees to adhere to the terms of this Agreement. OYO shall not be under any obligation to abide by this Agreement, unless the Agreement is novated.

If the Channel Partner intends to change the ownership structure of his trading style to a partnership or to a limited company or in any other manner it is agreed that any such intended change shall be deemed to be an assignment of this Agreement;

OYO shall be entitled to assign the benefit of this Agreement to any other party at any time and shall inform the Channel Partner thereof within a reasonable time thereafter.

9. TERM AND TERMINATION

The term of this Agreement shall be valid and binding upon the Parties for a period of 12 months from the date of acceptance of Agreement. The Agreement will be considered to be automatically renewed for another 12 months unless terminated by either Party in accordance with the Terms of this Agreement.

10. RELATIONSHIP

The Parties are independent contractors agreeing to provide mutual service on the basis of this rate and contract. Neither Party shall bind the other by its acts, deed nor omissions other than to the extent set out in this Agreement.

11. INDEMNITY

Notwithstanding other obligations, the Channel Partner shall indemnify OYO and hold harmless, its officers, directors, employees, assigns harmless against all losses, damages, liabilities, costs or expenses of whatever form or nature, including without limitation, attorney's fees and expenses and other cost of legal defense whether direct or indirect that they or any of them may sustain or incur as a result of any acts or omissions of the Hotel or any of its directors, employees, officers or agents including but not limited to (i) breach of any obligation under this Agreement (ii) negligence or other tortious conduct (iii) misrepresentation made herein (iv) any delay in payment/ non-payment of taxes.

OYO shall indemnify the Channel Partner and hold harmless, its officers, directors, employees, assigns harmless against all losses, damages, liabilities, costs or expenses of whatever form or nature, including without limitation, attorney's fees and expenses and other cost of legal defense whether direct or indirect that they or any of them may sustain or incur as a result of any acts or omissions of OYO or any of its directors, employees, officers or agents arising out of (i) breach of any obligation under this Agreement (ii) negligence or other tortious conduct or (iii) misrepresentation made herein.

Neither Party shall be liable to the other for any indirect, incidental, punitive, special or consequential damages or losses (including without limitation loss of profit or revenue etc.) whether under contract or in tort and even if the other party had been advised of the possibility of such damage or loss.

The obligation under this Clause shall survive for a period of one year after termination of this Agreement.

12. Loan Services

Disclosures and Declarations:

1. Channel Partner hereby agree to share with OYO or upload on OYO Platform, certain information and documents as may be necessary for the Channel Partner to apply for credit facilities from Banks, Financial Institutions, Non-Banking Companies ('Lenders') to expand Channel Partner's online business on <https://www.oyorooms.com> or through mail.
2. Channel partner further authorize OYO and any of the third parties engaged by OYO to share with the Lenders details relating to Channel Partner's business on OYO's website/platform including but not limited to contact details, SRN, URN, Prepaid & Post-paid Sales data, bank statements, latest, income tax returns, GST Returns, relevant financial documents and payment history as may be necessary for the purpose contemplated herein.
3. On Channel Partner's request, OYO has agreed to assist Channel Partner and forward the above referred information and/or documents to any of the Lenders or any other person which OYO may deem appropriate, from time to time, enabling Lenders to assess Channel Partner's credit worthiness and eligibility for credit facilities. Channel Partner acknowledges and agrees that the Lenders shall run an inquiry on credit bureau report of Channel Partner, its Proprietor/Partner(s)/Director(s)/Guarantor(s) to check credit history of Channel Partner. Channel Partner agrees that such action or disclosure of information/documents shall not be regarded as unauthorized action/disclosure and Channel Partner shall not hold OYO responsible for any loss or damage arising out of such action/disclosure. Channel Partner acknowledges and accepts and accords no objection if it receives any call(s), SMS(s) or e-mail(s) from the Lender or any agency appointed by Lender in the process of credit assessment. Channel Partner acknowledges that this does not in any way constitute an obligation on OYO to procure credit facilities for Channel Partners or constitute a warranty by OYO that credit facilities will be available.
4. OYO will not edit content uploaded/shared on the OYO Platform.
5. Channel Partner warrants to OYO that all information provided hereunder is true and accurate in all respects. Channel Partner will promptly update if any of the information Channel Partner provides hereunder, changes.
6. OYO does not warrant uninterrupted access to the OYO Platform, and access to the OYO Platform may be suspended, restricted or terminated at any time.
7. Channel Partner warrants that Channel Partner has taken all reasonable precautions to ensure that any data or document Channel Partner uploads or otherwise submits to the OYO Platform is free from viruses and anything else which may have a contaminating or destructive effect on any part of the OYO Platform or any other technology.

8. The content and material available on the OYO Platform is for informational purposes only and should not be regarded as an offer, solicitation, invitation, advice or recommendation to buy or sell any financial services or banking product.

9. Channel Partner acknowledges and agrees that the offer/sanctioning of credit facilities is solely at discretion of Lenders without any obligation to update Channel Partner about the status or to give reason(s) for rejection. Channel Partner understands that Lenders may share with OYO information relating to sanction of credit facilities, repayment details and related documents which OYO shall keep confidential.

10. OYO owns all present and future copyright, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights existing in or in relation to the OYO Platform.

11. Channel Partner agrees to indemnify and hold harmless OYO against and reimburse for all losses, suits, claims, damages and demands arising out of Channel Partner's breach or default in repayment of the financial or credit facilities granted by any Lender.

12. Channel Partner shall be liable to OYO for any loss or damage suffered by OYO as a result of any breach of these terms and conditions or any fraudulent use of the OYO Platform.

13. These terms and conditions shall be applicable in addition to the other terms and conditions of the OYO Platform. OYO may update or amend these terms and conditions from time to time to comply with law or to meet our changing business requirements. OYO may not always be able to give Channel Partner advanced notice of such updates or amendments but OYO will always post them on the OYO Platform so that Channel Partner can view them before using the OYO Platform. By continuing to use the OYO Platform, Channel Partner agrees to be bound by the terms of these updates and amendments.

14. If any of these terms and conditions is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.

15. No single or partial exercise, or failure or delay in exercising any right, power or remedy by OYO shall constitute a waiver by OYO of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these terms and conditions or otherwise.

16. T & C for interested partners:

a). The Hotel Partner shall be eligible to avail the financial assistance from OYO's financing partners under this scheme for such tenor/duration/term as mentioned in respective partners sanction letter(s), provided that the agreement with OYO should have at least 6 months or more validity than loan tenure. If Hotel Partner seeks to avail financial assistance beyond the term mentioned herein, the Hotel Partner shall contact the OYO officials and get the agreement renewed/extended before disbursal. This agreement would be binding with Hotel Partner and OYO

b). If the Hotel Partners is having lease arrangement with property owner(s) , it shall be eligible to avail the financial assistance from OYO's financing partners under this scheme for such tenor/duration/term as mentioned in respective partners sanction letter(s),, provided that the last instalment of the loan falls due at least 6 months prior to expiry date of the lease deed executed between the Hotel Partner and Lessor. If Hotel Partner seeks to avail financial assistance beyond the term mentioned herein, Hotel Partner shall contact his / her lessor and get the lease deed renewed/extended before disbursal.

- c). Hotel partners needs to repay the loan and take no objections/no dues certificate from Financiers, in case , they intend to revoke the agreement with OYO and/or with the Lessor. The Hotel Partner shall allow OYO to deploy POS/EDC and CMS (Cash Pickup Facility) as per the its guidelines, and Hotel Partner shall ensure payment of at least 50% of its weekly business through POS/EDC and CMS to make them eligible for payment of Association Bonus under this scheme.
- d). Hotel partners agrees to abide by all the terms & Condition of agreement with OYO and respective financing partner (As applicable time to time) and shall report suo moto any breach/occurrence of any event leading to breach of this terms and conditions. The OYO shall ensure the deployment of POS at the premises of its Hotel Partner having business in a metro city within 4 working days (TAT) starting from day of approval of the request and POS deployment shall be completed within 7 Working days (TAT) from the day of approval of the request at the premises of its Hotel Partner having business in a non-metro city, through its authorized vendors.
- e). Select Hotel Partner shall be entitled to receive Association Bonus after 30 days from the date of disbursement, only if Hotel Partner makes timely repayment of OYO take rate (Margin/Fee) & Financier EMI and is in compliance of all the terms and conditions mentioned herein..

17. Association Bonus (Interest Component) (Referred as AB) Payout Policy

- a). AB Start Date: AB will be given once the property is live.
- b). Time Period for which AB is given: During the subsistence of the Loan, AB will be given only for the period when the property is Live with OYO.
- c). Monthly AB Value:
 - a. Franchise Business (Smart Segment) –It will be given on equated basis over the entire loan tenor. E.g On a loan of Rs 100 for tenor of 12 months if total interest applicable is Rs. 12. Every month 1 Re. will be given as Association Bonus as per live status of property. AB will be given as per the reconciliation cycle.
 - b. Self Operated Business – It will be given as per the interest component in the Monthly EMIs. AB will be given as per the Rental cycle.
- d). If the Hotel Partner or OYO has terminated the agreement and the property is no longer associated with OYO, AB will not be given by OYO.
- e). AB will only be paid when the property is in Live State. And will not be given for In Progress, Active, Block, Sold Out, Purge State.
- f). AB will not be given to the Hotel Partner if Hotel Partner is not servicing the EMI/defaulted in repayment of loan or has breached the terms of the agreement with OYO.

13. WARRANTIES

Channel Partner represents and warrants that it has full legal right, power and authority to carry on its business and to enter into this Agreement and perform all its obligations, terms and conditions hereunder and neither the execution nor delivery of this Agreement, nor fulfillment nor compliance with the terms and provision hereof, will conflict with, or result in a breach of terms, conditions or provisions of, or constitute a default under, or result in any violation of its charter document or bye law, if any, or any agreement, restriction, instrument, order , judgement, decree, statute, law, rule or regulation to which it is subjected or require any consent, approval or other action by any court, tribunal, administrative or governmental body.

Channel Partner additionally represents that it is operating its business in compliance with all the applicable laws, regulations and statutes and it has the requisite licenses in place (including lift operating, fire department clearance, tourism, local municipality approvals and licenses etc.) to operate the business.

14. JURISDICTION

If any dispute shall arise between the Parties hereto concerning the construction interpretation or application of any of the provisions of the Terms & Conditions, such dispute shall be referred to the arbitration of a single arbitrator to be appointed by Parties. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in New Delhi.

Any failure, delay or forbearance on the part of OYO in: (i) exercising any right, power or privilege under this Agreement; or (ii) enforcing terms of this Agreement, shall not operate as a waiver thereof, nor shall any single or partial exercise by OYO of any right, power or privilege preclude any other future exercise or enforcement thereof.

The Parties hereto agree that each of the provisions contained in this Agreement shall be severable, and the unenforceability of one or more provisions of this Agreement shall not affect the enforceability of any other provision(s) or of the remainder of this Agreement.

The courts in New Delhi shall have exclusive jurisdiction to settle any disputes between the Parties under this Agreement.

15. GUEST PRIVACY

Keeping in line with global standards of data protection, security and integrity, OYO has made significant investment in our systems, training and people and are revising our policies to have in place robust safeguards around data you collect through you and updating our guest privacy policies and standards.

16. DEVICE USAGE TERMS

- a). You will not misuse the sim card installed in the device or remove it from the device;
- b). You will ensure that you will have a functional device, as provide by OYO to you for hotel management system, at all times. Should the device malfunction or be stolen or damaged, you will inform OYO promptly and no later than 6 hours of the malfunction or theft or damage;
- c). You will ensure that all bookings are undertaken by you through the OYO Technology Platform and through the aforementioned device provided by OYO in this regard.
- d). You will not use, for any reason whatsoever, any alternate means (phone/ emails) to connect with the customer in parallel to take any unaccounted or direct bookings and thereby circumventing the process. Any act on your part to circumvent the process shall be treated as a material breach of the understanding between the parties and a serious breach of the provisions of the Agreement.

17. COMPLIANCE

The Channel Partner shall ensure that it shall and all its officers, employees and agents remain compliant at all times with all laws, rule, regulations and notifications pertaining to anti-bribery, anti-corruption and money laundering and/or corrupt payments including but not limited to Prevention of Corruption Act 1988, Indian Penal Code, 1860, Foreign Contribution (Regulation) Act, 2010, Prevention of Money Laundering Act, 2002, Foreign Corrupt Practices Act 1977, UK Bribery Act 2010 including any such policies of OYO (along with their modifications) that the Channel Partner and its officers, employees and agents may be required to comply with from time to time.

Furthermore, the Channel Partner shall ensure that it shall and officers, employees and agents shall not offer bribes, payments, promise to pay, engage in quid pro quo, unlawful gratuities or other benefits to OYO employees, representatives, independent contractors, agents and any government officials (including any officer or employee of a foreign government or government-controlled entity or of a public international organization, or any person acting in an official or representative capacity for or on behalf of any of the foregoing, or any political party or official thereof, or candidate for political office, or legislative, administrative or judicial officials whether or not elected or appointed, all of the foregoing being referred to "Government Officials") or to any other person while knowing that all or some portion of the money or value be offered , given or promised to a Government Official for the purpose of obtaining or retaining business, an advantage in the conduct of business or securing any improper advantage.

The Channel Partner shall support and cooperate with any review or audit exercise undertaken by OYO or any government authority including but not limited to submission of periodic compliance certifications upon OYO's request, cooperating with OYO's authorized representatives deputed to monitor business conduct and cooperating with investigations pertaining to violations and share documents that may be required for such investigation/audit. Failing which, OYO reserves the right to suspend and/ or terminate its arrangement with the Channel Partner with immediate effect in addition to the remedies available.

Channel Partner acknowledges and covenants to not employ or engage in child labour and/or bonded labour and shall at all times remain compliant with all local legislations applicable to it's business operations including but not limited to labour laws. The Channel Partner shall not, directly or indirectly, employ or engage with third parties that employ persons who are under the permissible legal age to be employed or engaged by the Hotel or such third parties.

Channel Partner ensures it shall and all its officers, employees and agents maintain compliance with laws relating to Sexual Harassment at workplace and human trafficking and crimes against women and children at all times. Subsequently, it shall ensure strict compliance with including but not limiting to Prevention of Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 ("POSH"), Immoral Traffic Prevention Act, 1956, Protection of Children From Sexual Offences (POSCO) Act, 2012. It shall be the Channel Partner's responsibility to provide a safe environment for its employees and guests and to promptly report any instances of violation to the local law enforcement agencies including a copy to OYO.

Channel Partner should ensure it shall and all its officers, employees and agents do not use, possess distribute, sell or be under the influence of illegal drugs and/or alcohol on its Hotel premises and maintains strict compliance with all local legislations and rules in this respect.