

Channel Partners

Please read these Terms & Conditions carefully as they contain important information about legal rights, remedies and obligations. By accessing or using the BODYAPP Platform, you agree to comply with and be bound by these Terms of Service.

1. TERMS OF SERVICE

- These Terms of Service ("Terms") constitute a legally binding agreement ("Agreement") between Channel Partner and Venktas Enigma Private Limited (hereinafter referred to as "BODYAPP") governing access to and use of the BODYAPP website, including any subdomains thereof, and any other websites through which BODYAPP makes the BODYAPP Services available (collectively, "Site"), our mobile, tablet and other smart devices and applications, and application program interfaces (collectively, "Application") and all associated services (collectively, "BODYAPP Services").
- The Site, Application and BODYAPP Services together are hereinafter collectively referred to as the "BODYAPP 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 www.bodyapp.in and agree to comply with these Terms.
- BODYAPP 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 BODYAPP 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.
- If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the BODYAPP Platform will constitute acceptance of the revised Terms. The term channel partner denotes business owners who have established a fixed business premises and also includes freelancers who are service professionals engaged in the provision of any of the services defined below as sale and/or service.

2. INTELLECTUAL PROPERTY

- BODYAPP has through the investment of considerable time and money developed a unique and distinctive system of creating a network of delivering high quality beauty, fitness, cosmetic and associated health products and services (collectively known as Sale and/or Service) to potential customers in a large scale under the mark "BODYAPP" and other associated logos, designs and brands ("Marks") while each Channel Partner and Freelancer in the network continues to be an independent entity having an independent business which continue to

provide services to their customers under their respective and distinct brand name/ logo/ name of establishment.

- 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 BODYAPP, and which are directed towards promoting the network Channel Partner and Freelancer in a manner that will enhance the goodwill associated therewith.
- BODYAPP identifies high quality mental and physical wellness service centers such as Beauty Salons, Parlors, Spas, Bridal Makeup Studios, Dermatology clinics, Fitness centers, Dance Studios, Yoga Studios, Tattoo Studios, Turfs and other Sport Arenas, Cosmetic, Fitness and other Wellness Products manufacturers and sellers (hereinafter referred to as Business Outlets) or helps existing service and production centers falling under the above description to implement systems to enable them to transform into Business Outlets functioning with the prescribed Standards that is expected from a BODYAPP-affiliated Business Outlet.
- Upon being satisfied that a Business Outlet meets the standards prescribed by BODYAPP, BODYAPP lists and promotes the Business Outlet as “BODYAPP”. BODYAPP acknowledges that the Channel Partner may, for its promotional purposes, need to highlight that it is a part of the network of Business Outlet to which BODYAPP provides its services and strictly to that end, BODYAPP 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 BODYAPP. 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 BODYAPP thereof in writing.
- The Channel Partner agrees in order to protect the BODYAPP’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 BODYAPP from time to time. Any breach by Channel Partner in respect thereof may cause irreparable harm and injury to BODYAPP 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 BODYAPP (hereinafter referred to as “Improvements”).
- The Channel Partner agrees to disclose fully any Improvements to BODYAPP and BODYAPP shall determine the feasibility and desirability of incorporating them into BODYAPP’s existing technology and Know-How. The Channel Partner shall transfer all rights in any such Improvement to BODYAPP without any consideration.

3. TERMS OF OPERATIONS

A. USE OF BODYAPP PLATFORM & INTELLECTUAL PROPERTY

- BODYAPP 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 BODYAPP Platform or any other online website, as may be expressly permitted by BODYAPP in writing, to market or promote bookings at the Channel Partner by associating with the Mark "BODYAPP".
- The Channel Partner undertakes that it will list 100% of its total service capacity on BODYAPP Platform. The Channel Partner acknowledges that in order to facilitate the completion of BODYAPP's obligations under this Agreement and other similar agreements, BODYAPP has the right to list all Channel Partners within the network of BODYAPP as "BODYAPP" on the BODYAPP Platform; this is irrespective of the fact that the Channel Partner provides its services to customers (whether attracted through BODYAPP Platform or in any other manner) independently, under its own brand name.
- However, each Channel Partner shall be solely responsible for providing the Sale and/or Service to its customers. Once a booking has been confirmed to a customer on BODYAPP Platform, the Channel Partner shall honor such bookings. In the event, the Channel Partner is unable to honor the booking for any unforeseeable circumstances, the Channel Partner shall provide alternate means to fulfil the Sale and/or Service request at the same price, while also ensuring that the quality, convenience and standards that are synonymous with BODYAPP are not deteriorated while providing the alternate means, and without prejudice to its right to indemnification, the Channel Partner shall be liable to pay liquidated damages which will be equal to the price originally payable by the customer for that booking.
- BODYAPP may advise the Channel Partner in modifying the Premises to meet BODYAPP 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 BODYAPP standards as may be published (online or otherwise) from time to time during the term of this Agreement. BODYAPP 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 BODYAPP standards.
- The operating, brand and BODYAPP Standards which exist as on date have been provided to Channel Partner and it undertakes to make all such modifications/ alterations at its own cost and expenses. BODYAPP may assist the Channel Partner by providing the Know-How which shall at all times remain the property of BODYAPP.
- All operating costs, including the cost of employees, manpower, consumables, utilities rents, taxes etc. shall be the sole responsibility of the Channel Partner. 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

BODYAPP's intellectual property protected SAT Scoring Policy as may be communicated by BODYAPP from time to time.

- The Channel Partner agrees that the ranking and performance rating shall be as per the sole opinion of BODYAPP and the same shall not be subject to dispute by the Channel Partner. BODYAPP shall have the sole discretion to change the terms of the said policy from time to time.

B. SERVICE & PLATFORM FEES

- BODYAPP shall be entitled for fees (hereinafter, "Service Fees") for providing BODYAPP services to the Channel Partners. This Service fees shall be exclusive of all taxes applicable on such transaction and shall be charged in the following manner –
 - **Subscription Fee** that are paid for becoming a member in the BODYAPP Platform by the Business Outlet except for freelancers. The following are various categories of Subscription available for all the aforementioned channel partners. Freelancers are categorized under Preferred Partner:

A. Essential Business:

The entry-level plan in the BODYAPP family. Some of the numerous benefits enjoyed by the Channel Partners are:

- Increased Customer Base by providing a widespread reach to their service.
- Enhanced Market Visibility in the line of business the Channel Partner is functioning in.
- The Channel Partners will be better-equipped to thrive in the competitive market.
- The Channel Partners will be provided a window to promote and sell the products created under their brand name in addition to products manufactured by other brands.
- Providing an avenue to modify / alter the prices set for the services provided by the Channel Partners so as to better adapt themselves to the changing market conditions and cater to the surge in demand and ensure a proactive approach to retain their market visibility at the time of demand drops.
- The Channel Partners are provided a space to showcase their products and highlight their latest offers formulated for the customers in the form of a Channel Partner Profile page in the BODYAPP Platform which in turn will create a digital storefront for the Channel Partner thus ensuring a wider social visibility and marketing bandwidth.
- The Channel Partners will be provided a fully customized feature-laden 'Business Development Suite' that can be integrated into their business to enhance their managing functionality by making available to them a plethora of informational and reporting tools which will provide them with a Bird's Eye View of the management of the business that is flowing through BODYAPP as well as detailed analysis of the Customer Walk-in frequency, Mean Spending capacity and Customer-wise and Service-wise handling time and revenue inflow.

B. Premium Outlet:

This category will consist of Channel Partners who would want to achieve a more target-oriented Market Leadership when compared to the subscribers to the Essential Business Category. Some of

the most noticeable advantages enjoyed by the Premium Outlet Channel Partners, in addition to the benefits listed under Essential Business Category will be:

- The Channel Partners will be offered three advertisements or promotions as per the Channel Partner's specification absolutely free, all expenses covered in the BODYAPP Platform at the discretion of the BODYAPP. This will enhance the visibility of the Channel Partner in the BODYAPP Platform and will in turn, project the Channel Partner's business amongst a larger Customer Base.
- The Channel Partners will be provided expert-level assistance in improving the creativity prism of their Business. The BODYAPP-approved Creativity Managers will provide valuable guidance to the Channel Partners free of charge for two Creativity Assists every subscription period.
- Furthermore, BODYAPP will organize Photo-Shoots to showcase the special features and facilities of the Business Outlets to the Customers through the BODYAPP. This benefit is complimentary to the Channel Partners subscribing to become a Premium Outlet.
- The Premium Outlets will be enjoying a higher viewership proportion when compared with the Essential Businesses in the BODYAPP Platform. This will provide a wider market bandwidth for the Premium Outlets.

C. Preferred Partner:

The Flagship Category of the BODYAPP family, the Preferred Partners are the Channel Partners who will be enjoying the highest number of benefits. The Preferred Partner category is applicable for those Channel Partners who want to make the most out of the E-commerce infrastructure in order to grow their business into new heights. Some of the numerous perks enjoyed exclusively by the Preferred Partners in addition to all the benefits and advantages enjoyed by the Essential Businesses and Premium Outlets are listed as follows:

- BODYAPP will assist the Channel Partners to be updated with the market trends and customer mindsets. This will help the Channel Partners to reach out to a wider Customer base with their Services. Furthermore, BODYAPP will share the intellectual know-how necessary to maintain a high standard of Technique and Infrastructural Facility by the Channel Partner.
- The Channel Partners will be provided with a variety of merchandise and other essential products so as to assist in maintaining the Brand Image of both the Content Partner as well BODYAPP.
- The staff of the Channel Partner will be trained in the ways and means of delivering quality service to the customers and training will be imparted to them about the latest techniques and methods in the performance of service.
- The Preferred Partners will be promoted with the highest Market visibility in the BODYAPP platform. This will ensure an exceptional bandwidth of Customer base that is possible through the BODYAPP network.
- Furthermore, the Preferred Partners will receive the 'BODYAPP Preferred Badge' which will bring it under the elite group of Service Providers.
- The Preferred Partners will be provided the additional benefit of Customer Support Desk by BODYAPP. BODYAPP will provide Customer Support and Lead Securing and maintenance support to the Preferred Partners.

The Subscription Fees payable by the Channel Partners under this Category are elaborated in Annexure – 1 to this agreement.

- **Monthly Platform Fee** is charged on the gross revenue earned on all bookings through BODYAPP Platform from the Sale and/or service provided against the aforesaid bookings. The various categories of Platform Fees along with the accompanying Fee Calculation methods are elaborated under Annexure – 1 to this agreement.
- The above charges are exclusive of all applicable taxes. BODYAPP does not provide any Minimum Volume Commitment of Business to the Channel Partners. Revenue for the purpose of calculation of BODYAPP service fees and owner payout under this agreement shall mean to include all applicable charges for sales and/or services, levies/cess/duties whether imposed by local/state/central authorities (wherever applicable), whether charged separately or not.
- For some channel partners revenue share payable to them 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.

C. DISBURSEMENT OF PAYMENT

- BODYAPP will maintain a Bi-weekly payment cycle with the channel partners. The payment reconciliation will be completed in not less than three days from the end of the respective payment cycle and the net payment will be made to or the net receivable will be claimed from the channel partners within 30 days from the end of the respective payment cycle.

D. TITLE OF THE PROPERTY

- Channel partner will maintain, at all times during the term of this contract, full ownership of the Business Outlet and the business now or hereafter conducted therein or there from (or, if Channel partner's right and interest in the Premises in which the Business Outlet is located 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.
- BODYAPP reserves the full right to undertake any modifications to the property. 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 Premises in which the Business Outlet is situated 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 Business Outlet during the term of the contract.

E. CUSTOMER EXPERIENCE PRIORITIZATION

- Normally, more than 50% of business for an e-commerce business operating in the lines of BODYAPP is generated by repeat customers. This is only possible when the Business Outlets and our valued franchisees, such as yourself strictly uphold the high quality, service levels, and experience that customers will expect of us.
- The Service Level Standards of the Channel Partners will be measured using BODYAPP's Intellectual Property-protected SAT Scoring Policy. The SAT score of the Channel Partner is a strong indicator of your and our commitment to meeting these standards and thereby delivering great Market Visibility and positive recommendations for your Business Outlet.
- The SAT Score is calculated based on three aspects of the Business Outlet:
 - ❖ Service and Customer Reviews
 - ❖ Ambience and Infrastructure
 - ❖ Technique and Creativity
- **The detailed policy and guidelines for maintaining a good SAT Score along with the methodology for calculation of the SAT Score will be provided later by way of an Addendum to this Agreement.** The methodology and accuracy of the SAT Score calculation is purely at the discretion of BODYAPP and will not be challenged by the Channel Partners.
- Notwithstanding anything, BODYAPP reserves the right to impose liquidated damages and/or dis-incentivize the Business Outlet and levy charges on the Business Outlet (and the Business Outlet accepts to pay such charges) in the event the Business Outlet:
 - (i) makes an incorrect booking, or
 - (ii) denies service to customers, or
 - (iii) encourages the Customer to cancel the booking to create an on-site/on-spot booking, or
 - (iv) manipulating customer bookings, or
 - (v) maintaining a poor SAT Score, or
 - (vi) fails to meet BODYAPP standards which may be found from time to time during audit conducted by BODYAPP.
- The Business Outlet further acknowledges that BODYAPP provides services to the Business Outlet at subsidized costs given our strong relationship built on mutual trust and goodwill and BODYAPP reserves the right to charge and recover from the Business Outlet such costs and fees that are incurred by BODYAPP, inter-alia, towards customer experience support, marketing and promotion to drive enhanced traffic and incidental cost, expenses or commissions towards bookings for your Business Outlet basis requirements.

- At BODYAPP, customer experience is a priority and the company is committed to ensuring that all customers at the Business Outlets are able to experience a pleasant and delightful experience. In case of any inconsistencies, BODYAPP 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 service denial and/or encouraging the customer to cancel the booking and create an on-site/on-spot booking and/or manipulating customer bookings and/or Business Outlet's failure to comply with its obligation pertaining to Service Delivery and tariff, BODYAPP may
 - a) find the customer alternative Business Outlet of equal or better standard (such as, equal or better star rating or service facilities) to the original booking, in another Service Center,
 - b) provide complimentary transport to and from the alternative Service Center, and/or
 - c) absorb the difference in rate above the net rate agreed at the time of booking on behalf of the Business Outlet ("Resolution Cost").
- In view of the above, BODYAPP reserves the right to charge the Business Outlet for the inconvenience caused to the Customer ("Inconvenience Charge") along with applicable taxes. The aforementioned Resolution Cost and the Inconvenience Charge plus applicable taxes shall be adjusted against the Business Outlet's monthly reconciliation amount (and/or at BODYAPP's discretion, BODYAPP shall recover the same from the Business Outlet).
- In the near future, as millions of people book a service through BODYAPP, the experience in one Business Outlet can significantly affect the potential business and reputation of all BODYAPP Business Outlets. The objective here is thus to minimize situations where either the Business Outlet or the customer are at the receiving end of a poor review or unsatisfactory customer experience.

F. MAINTENANCE OF EXCLUSIVITY OF BUSINESS IN THE BUSINESS OUTLET

- The Channel Partner agrees that he will not conduct any business which is not in the line of or of the nature similar to 'the business usually conducted by the Channel Partner' in that Business Outlet. Here, the 'Business usually conducted by the Channel Partner' refers to the service provided by the Channel Partner for which BODYAPP has entered into agreement with the Channel Partner for providing it through BODYAPP.

4. CONFIDENTIALITY

- All documents, instructions, details collected under this Agreement including the customer's 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 the Business Outlet 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 Business Outlet and its employees, officers, agents, proprietors, directors, shareholders, stakeholders ("Representatives") may have access to Confidential Information of BODYAPP, which shall be kept fully confidential by the Business Outlet and its Representatives.
- The Business Outlet 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. Service fees charged by BODYAPP to Channel Partners for providing Services shall be exclusive of all taxes applicable on such transaction.
- In this regard it is further clarified that the Channel Partner is solely responsible for providing Sales and/or Services to the 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.
- In the event BODYAPP is made liable to pay any tax under any law for the time being in force applicable on "Channel Partner", then Parties agree that BODYAPP shall have a right to recover the same from the Channel Partner before or after the afore-mentioned liability is remitted to the concerned Government. The Channel Partner shall pay such amount without any demur or protest. BODYAPP 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 BODYAPP, enter into any agreement directly or indirectly to engage with online aggregators in any manner for or in relation to selling/ marketing / promoting their business at the Business Outlet. Provided, however that the Channel Partner may continue to sell / promote their services and products either directly or through any other business partner, service provider (other than specifically named above) for marketing or booking services through online or offline channel with prior written consent of BODYAPP.

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

7. RIGHT TO INSPECT

- BODYAPP shall have a right to undertake periodic audits/ surprise checks to ensure that the Channel Partner is adhering to the standards of BODYAPP from time to time. BODYAPP 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. BODYAPP shall have a right to review the Customer 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 BODYAPP'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 BODYAPP in writing and BODYAPP 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. BODYAPP 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; BODYAPP 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

- It is expressly agreed that nothing in this Agreement shall be construed as to create the relationship of employee, partners, collaborators, joint venture or principle agent between Parties hereto. The Parties are independent contractors agreeing to provide mutual service on the basis of this rate and marketing 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 BODYAPP and hold harmless, its officers, directors, employees, assignees, 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 Business Outlet 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.
- BODYAPP 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 BODYAPP 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.
- The Business Development Executives of BODYAPP will explain the features of BODYAPP to the Prospective Channel Partners. It is the responsibility of the Channel Partners to exercise their best judgement and verify the statements made by the Business Development Executives. By agreeing to these Terms and Conditions, the Channel Partners agree that they

will not hold BODYAPP accountable for any losses / disadvantage they incur as a result of following any of the words of the BDEs which are not supported by BODYAPP.

Disclosures and Declarations:

1. BODYAPP retains the right to review and edit any content uploaded/shared on the BODYAPP Platform.
2. Channel Partner warrants to BODYAPP 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.
3. BODYAPP does not warrant uninterrupted access to the BODYAPP Platform, and access to the BODYAPP Platform may be suspended, restricted or terminated at any time.
4. 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 BODYAPP Platform is free from viruses and anything else which may have a contaminating or destructive effect on any part of the BODYAPP Platform or any other technology.
5. The content and material available on the BODYAPP Platform are 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.
6. BODYAPP 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 BODYAPP Platform.
7. Channel Partner agrees to indemnify and hold harmless BODYAPP against and reimburse for all losses, suits, claims, damages and demands arising out of Channel Partner's breach or default in following this Terms and Conditions.
8. Partner shall be liable to BODYAPP for any loss or damage suffered by BODYAPP as a result of any breach of these terms and conditions or any fraudulent use of the BODYAPP Platform.
9. These terms and conditions shall be applicable in addition to any other terms and conditions of the BODYAPP Platform. BODYAPP may update or amend these terms and conditions from time to time to comply with law or to meet our changing business requirements. BODYAPP may not always be able to give Channel Partner advanced notice of such updates or amendments but BODYAPP will always post them on the BODYAPP Platform so that Channel Partner can view them before using the BODYAPP Platform. By continuing to use the BODYAPP Platform, Channel Partner agrees to be bound by the terms of these updates and amendments.

10. 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.
11. No single or partial exercise, or failure or delay in exercising any right, power or remedy by BODYAPP shall constitute a waiver by BODYAPP of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these terms and conditions or otherwise.

12. 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 by-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, local municipality approvals and licenses etc.) to operate the business.

13. 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 Chennai. Any failure, delay or forbearance on the part of BODYAPP 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 BODYAPP 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 Chennai shall have exclusive jurisdiction to settle any disputes between the Parties under this Agreement.

14. CUSTOMER PRIVACY

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

ANNEXURE – 1

Pricing Rates and Fees

1. One-Time Subscription Fees

The Subscription Fees payable by the different Categories of Channel Partners as elaborated in Clause 3 (B) of the Agreement is elaborated below:

A. Essential Business

There shall be **NO** Subscription Fees payable by the Channel Partners under this Category.

B. Premium Outlet

The Subscription Fees payable by the Channel Partners under this Category will be an annual Subscription Fee of Rs. 4,999/- Business Outlet plus the applicable GST.

C. Preferred Partner

The Subscription Fees payable by the Channel Partners under this Category except for freelancers will be an annual Subscription Fee of Rs. 24,999 Business Outlet plus the applicable GST. In case of freelancers the annual subscription fee shall be Rs.999 for each individual plus the applicable GST.

The Subscription Fees paid by the Channel Partners are not refundable under any Circumstances.

2. Monthly Platform Fees

- The Channel Partners belonging to the categories of Essential Business and Premium Outlet have the option to choose between two modules of payment of the Monthly Platform Fees.

I. **Commission-based Billing:**

Under this Module, BODYAPP will charge a commission of 9.25% (excluding any charge incurred for the Transaction such as Payment Gateway charges, Taxes etc.) on the Value of Service charged to the Channel Partners.

II. **Incremental Price-based Billing:**

Under this Module, the Channel Partners will fix a base price for the services delivered by them. BODYAPP will list the Services in its Platform at prices it deems fit based on the market conditions and availability of demand. The Incremental Price charged on the Service over and above the base price will be the Consideration for BODYAPP in lieu of the commission receivable for that Booking.

BODYAPP will not be held accountable for any loss of business or loss of market due to the prices fixed by BODYAPP on the services listed in the App.

- **Monthly Platform fees charged to the Preferred Partner excluding Freelancers;**

BODYAPP will charge a commission of 19.25% (excluding any charge incurred for the Transaction such as Payment Gateway charges, Taxes etc.) on the Value of Service charged to the Channel Partners.

Monthly Platform fees charged to Freelancers;

In case of freelancers, BODYAPP will charge a commission of 14.25% (excluding any charge incurred for the Transaction such as Payment Gateway charges, Taxes etc.) on the Value of Service charged to the Channel Partners as monthly platform.