

TERMS AND CONDITIONS

By directly or indirectly accessing or making use of the Services of **MOHI LIFESTYLE SOLUTIONS PRIVATE LIMITED** (the "Vendor"), and/or by clicking the acceptance button, you: (i) signify your agreement to be bound by the terms and conditions set out in this terms of service (including its Exhibit) and the Vendor's privacy policy found at www.wellnessz.in incorporated herein by reference (collectively, the "Terms of Service"); and (ii) represent and warrant that you are older than 18 years of age and that you have, and at all times shall have, the necessary power, capacity and authority to enter into, abide by, comply with and perform your obligations under the Terms of Service.

2. The Vendor reserves at its sole discretion, the right to amend the Terms of Service at any time and without notice, the most current version of which shall always be available at www.wellnessz.in. You acknowledge and agree that the continued use of the Services by you or your Agents, following any amendment of the Terms of Service, shall signify your assent to, and acceptance of, such amended terms and conditions.

3. Subject to the Terms of Service, if you do not agree to the Terms of Service, or any subsequently amended term or condition thereof, you and your Agents cannot use the Services, and any Terms of service you have an emergency, have an urgent health concern or need to obtain medical advice, you should refrain from using the services and the content and should immediately contact your physician or go to the nearest hospital;

2. the information contained within the services and the content is intended to be general in nature, nothing contained within the services or the content constitutes medical advice and you should not rely on anything contained within the services or the content as a substitute for appropriate and timely contact with your physician;

3. the vendor does not make any representations or warranties with respect to: (1) content forming part of or provided through the services, including without limitation feed material, and other similar content, whether or not provided by or on behalf of the vendor and (2) trainers, including without limitation the quality or certification levels thereof, and that interactions with trainers through the services or otherwise is at your sole discretion and risk;

4. you should never change or stop any course of medical treatment without first consulting your physician; and

5. participating in an exercise program or diet can cause injury, and

1. In order to use the Services, you must provide certain information through the Services, including without limitation your full legal name, age, email address and phone number. You may furthermore be asked to disclose your credit card details, payment processor account information and certain other information with respect to the payment of Fees and Charges (in each case as defined below) and other financial transactions facilitated by the Services. You represent and warrant that all information you provide to the Vendor through the Services, and otherwise, shall be true, accurate, current and complete, and you shall update such information as necessary to maintain its truth and accuracy. You furthermore represent and warrant that at no point shall you impersonate any person or entity or misrepresent any affiliation of a person or entity.

2. You acknowledge and agree that you shall: (i) maintain the security and confidentiality of your Access IDs; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services (iii) notify the Vendor promptly of any unauthorized access to, or use of the Services; (iv) not share your Access IDs with any other person unless agreed to in writing by the Vendor; (v) if you are using Client Dashboard Under the Registered coach at our platform, do not ensures that only the Trainers and Trainees who have been authorised to do so obtain Access IDs from the Vendor, subject to, and in compliance with, the Usage Plan you subscribe to at such time; and (vi) if you are a using Client Dashboard Under the Registered coach at our platform, ensure that the Access IDs are not shared between any Trainers, Trainees and/or third-parties, unless agreed to in writing by the Vendor.

If you are a Trainee:

1. You Understand that you are the one who has to pay once to active all your Client Dasboad Users or WellnessZ Customers. You hereby acknowledge and agree that the

Vendor is not responsible or liable for any failure or error made by the Payment Processing Service Provider in connection with the Services. 2. Charges paid by you are final and non-refundable, unless otherwise determined by the Vendor. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the Services, any disruption to the Services, or any other reason whatsoever. 3. The Vendor may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You hereby agree to defend, indemnify and hold harmless the Vendor and its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt, and expenses (including but not limited to attorney's fees) arising from any failure by you to collect and remit such charges and amounts. .

General Use of the Services - Permissions and Restrictions

1. You shall not use the Services to violate, infringe or appropriate any person's privacy rights, publicity rights, defamation rights, copyrights, trademark rights, contractual rights or any other legal right. 2. You shall not copy, modify, alter, change, translate, decrypt, obtain or extract the source code of, create derivative works from, reverse engineer, reverse assemble, decompile, disassemble or reverse compile any part of the Services. 3. You shall not use or launch any automated system; including without limitation any "robot" or "spider" that accesses the Services. You shall not collect or harvest any information in an automatic, bulk or systematic way, including any personally identifiable information, from the Services or Content. 4. You shall not interfere with, or attempt to interfere with, the Services or the networks or services connected to the Services, whether through the use of viruses, bots, worms, or any other computer code, file or program that interrupts, destroys or limits the functionality of any computer software or hardware, or otherwise permit such activity. . The Vendor reserves the right to, with or without notice, remove Your Content for any reason whatsoever, including without limitation any of Your Content that: (i) allegedly infringes on another's intellectual property rights; (ii) is patently offensive, exploitative, criminal, or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (iii) is considered adult or pornographic; (iv) harasses or advocates harassment of another person, or promotes illicit or criminal activity; (v) solicits personal information from anyone under 18; (vi) constitutes or promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous; (vii) involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, or "spamming"; or (viii) interferes or attempts to interfere with the proper working of the Services, disrupts or attempts to disrupt the normal flow of dialogue with an excessive number of messages (flooding attack) to the Services, prevents or attempts to prevent others from using the Services or otherwise negatively affects other persons' ability to use the Services. 5. You acknowledge and agree that the Vendor typically does not, and has no obligation to, review, censor or edit Your Content or any other Content, or the contents of any third-party site or application, but may at the Vendor's sole discretion do so at any time. The Vendor does not make any guarantees about the accuracy, currency, reliability, suitability, effectiveness, quality or correct use of Your Content (including without limitation any fitness or health tracking data, nutritional data or other data or information that you may make available to the Services from a third party site, application or product and any information you upload or otherwise make available through any document management features of the Services). You acknowledge and agree that the Vendor does not endorse Your Content or any other Content, the contents of any third-party site or application or any opinion, recommendation, or advice expressed therein, and the Vendor expressly disclaims any and all liability in connection therewith. You acknowledge and agree that the Vendor assumes no responsibility for the content, privacy policies, or practices of any third-party, including without limitation, any third-party service provider which may host Content. 6. The Vendor contracts a third party to store Content, including Your Content, and, while these Terms of Service are in effect and you have an active account for access to the Services, will use

commercially reasonable efforts to store and back up such Content at reasonable intervals as may be determined by the Vendor in its sole discretion. However, you should make your own interim back-ups of all of Your Content, including without limitation any and all Content you upload or otherwise make available through the document management features of the Services. Following any cancellation of your account, the Vendor is under no obligation to store Your Content and may delete your account and Your Content immediately upon such cancellation. Notwithstanding anything to the contrary set forth in these Terms of Service, the Vendor shall have no liability or responsibility for any loss or damage, however caused, arising from any loss of Your Content. . Feedback 1. You acknowledge and agree that any ideas, suggestions, concepts, processes, techniques, enhancement requests, recommendations, test results, data, information and other output or feedback which you and your Agents provide to the Vendor related to the Services, the Vendor or the Vendor's business, including without limitation in any user forums made available by the Vendor, and any and all metadata, anonymized data, raw data and other information reflecting the access or use of the Services by you and your Agents ("Feedback"), shall become the Vendor's property without any compensation or other consideration payable to you or your Agents, and you do so of your own free will and volition. The Vendor may or may not, in its sole discretion, use the Feedback, commercialize the Feedback and/or incorporate the Feedback in whatever form or derivative into the Services, its other products and services, or any future versions or derivatives of the foregoing. You shall and do hereby assign, and shall cause the assignment of, all rights on a worldwide basis in perpetuity to the Vendor in any and all Feedback and, as applicable, shall and do hereby waive, and shall cause the waiver of, all moral rights therein and thereto. Applicability: These Terms of Use apply to all the users of the Platform including: 1. Any supplier of goods / services (whether an individual, professional or an entity, or similar institution) on the Platform, directly or indirectly, including designated / authorized associates, employees, partners and practitioners thereof ("Partner", "You", "Your" or "Users"); 2. An individual who accesses and registers on the Platform and/or places a service request on the Platform ("End-User", "You", "Your" or "Users"); or 3. Otherwise a user or visitor of the Platform ("You" "Your" or "Users"). Platform Services Diverse Booking Services and Other Diverse Services shall be collectively referred to as "Diverse Offerings". Fitness Services, wellnessZ Services, Digital Services and Diverse Offerings shall be collectively referred to as "Platform Services" and shall be provided by Company, Partners or their associates with whom the Company or Partners have contractual arrangements. The Company shall facilitate the provision of the Platform Services and independently provide Diverse Offerings and provide such other services (including account creation and management, management of various products and services purchased / booked on the Platform, payment and transaction summary generation services etc.) to You by allowing You to register and access the Platform on the terms and conditions set forth below. 2. The charges indicated on the Platform for the Platform Services will be as determined by the Company or respective Partners, as the case may be, and is excluding taxes and other applicable charges as mentioned on the Platform. The charges and Platform Services may change at the Company's or Partners' sole discretion and the Company and Partners do not guarantee that the charges will be the lowest in the city, region or geography or if the products / services will be available for delivery / performance at all times. For Digital Services, You may be offered subscription options, which could be monthly, quarterly, half yearly, annually. For the purposes of monthly and yearly subscriptions, a month constitutes 30 calendar days and a year constitutes 365 calendar days. 3. Any order/booking made for a Platform Service(s) through the Platform shall be, in addition to the terms mentioned herein, subject to additional terms and conditions of the Partners or their service providers / associates (including offers, terms of sale or use, discount and sales schemes/campaigns offered from time to time) mentioned on Partner's or their associates' respective website / mobile application, which You are presumed to have read and accepted at the time of placing the order/booking. 4. The Platform Services shall be additionally governed by specific terms and policies (payment terms, cancellation policy, refund policy, exchange policy, return policy, etc.). You have attained at least 18 (eighteen) years of age; and (b) You are competent to enter

into a contract under the applicable laws. If You reside in a jurisdiction that restricts the use of the Fitness Service and wellnessZ Services because of age, or restricts the ability to enter into contracts such as as these Terms of Use due to age, You must abide by such age limits. In this regard, the parent or guardian of individual violating the aforementioned conditions shall indemnify, defend and hold harmless relevant Partners, their associates / service providers, and Platform and its business partner(s) from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by relevant Partners, their associates / service providers, and Platform and its business partner(s) that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by such individuals pursuant to these terms;nd meditation related training .

Coach dashboard and Client dashboard: wellnessZ may provide access to coach dashboard and client dashboard, a social portal through which You may access and share a variety of resources, information and data including planning training activities with other Users, updating Your fitness profile, viewing public profile of other Users, adding and accessing videos, photos and status updates, access to communication forums and certain product information. In order to access coach dashboard and client dashboard, You shall create a coach dashboard and client dashboard profile on Your Account by providing certain details including Your name, image, interested training activities, and such other details as may be required ("coach dashboard and client dashboard Profile"). In case You choose to make Your coach dashboard and client dashboard Profile public, You agree that all the information on Your coach dashboard and client dashboard Profile including username, Images (defined below), photos and other activity details shall be visible to all the Users on coach dashboard and client dashboard and the Users will be able to access, like or comment on the activities on Your coach dashboard and client dashboard Profile. You can always opt-out and make Your profile private. Your access to coach dashboard and client dashboard shall be subject to the following:

1. **Access to the Photos/Videos:** wellnessZ may offer the opportunity to get Your photographs clicked (either single photo or in a group with other users) or appear in a video during a class/session in fitness centres ("Images"). The Images shall be clicked or recorded by the centre managers or any individual authorised by wellnessZ's personnel. Once an Image is uploaded on coach dashboard and client dashboard, You may be allowed to tag Yourself in the Image. The said Users may download or take a screenshot of the Photos. In the event, You choose to tag Yourself in the Image, Your username and certain details on Your coach dashboard and client dashboard Profile shall be visible/accessible to other Users including attendees of the session. You may also be allowed to upload Your photos or videos on Your coach dashboard and client dashboard Profile. The Images may also be seen, accessed, or downloaded through third-party services such as search engines, APIs, websites and other services. wellnessZ/Mohi Lifestile Solutions Private Limited disclaims any and all liabilities with respect to the misuse, loss, modification, unavailability of the Images or content available on coach dashboard and client dashboard.
2. **Ownership Rights:** You agree and confirm that You shall provide/upload only those information, photos, videos and content on Your coach dashboard and client dashboard Profile that You have the right to share and upload and that your information on coach dashboard and client dashboard Profile will be truthful. You agree to only provide content or information that does not violate the law nor anyone's rights (including intellectual property rights). All rights, title and interest including all intellectual property rights in coach dashboard and client dashboard including Images, content, any derivatives, modifications, enhancements and new inventions undertaken in the coach dashboard and client dashboard shall belong to and vest entirely in wellnessZ. wellnessZ/Mohi Lifestile Solutions Private Limited, in its sole discretion, may from time to time make additions to, deletions from, or modifications to ever-evolving coach dashboard and client dashboard, specifications and/or communications facilities, including to comply with changes, or contemplated changes, in law. For the information or content that You submit or post on Your coach dashboard and client dashboard Profile, You are hereby granting wellnessZ and its affiliates a worldwide, transferable,

non-exclusive and sublicensable right to use, copy, modify, distribute, publish and process, create derivative work, and such other right including displaying the said content on public platform including social media platform without any consent, notice and/or compensation to you or any third party. wellnessZ reserves all the right, title and interest on coach dashboard and client dashboard not expressly granted to the fullest extent possible under applicable laws. Unless stated otherwise, all contents uploaded by wellnessZ are believed to be in the public domain as either promotional materials or publicity photos as wellnessZ may determine. Prohibited Use: wellnessZ may access, review, screen, and delete content uploaded on coach dashboard and client dashboard at any time and for any reason, including to provide and develop the coach dashboard and client dashboard or if wellnessZ thinks Your content violates these Terms of Use. You alone, though, remain responsible for the content You create, upload, post, send, or store on the Your coach dashboard and client dashboard Profile. You will not, and will not permit any person, directly or indirectly, to (a) use coach dashboard and client dashboard including Images or any content for any illegal, misleading, or fraudulent activity, defame, abuse, harass, threaten or do any other activity which infringes the rights of wellnessZ or others, or publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information or any other content which belongs to another person over which You do not have any right through any bookmark, tag or keyword; (b) make available, sublicense, otherwise transfer or assign, or otherwise exploit coach dashboard and client dashboard or do anything to interfere with or impair the intended operation of coach dashboard and client dashboard; (c) edit, change, prepare any derivative work of or alter in any way any of the Images or content provided on coach dashboard and client dashboard, (d) input, upload, transmit or otherwise provide to, or through the coach dashboard and client dashboard any information or materials that are in violation of law, injurious, contain, transmit or activate any viruses, malicious or harmful code, or any other similar software or programs, or disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers or networks connected to or accessible through the Platform or any affiliated or linked sites; (e) act in a manner intended to exceeding any restrictions or limitations set forth in these Terms of Use or the Privacy Policy; (f) impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity; (g) attempt to gain unauthorized access to any portion or feature of the Platform, any other systems or networks connected to the Platform, or to any of the services offered on or through the Platform, by hacking, password mining or any other illegitimate means; (h) collect or store data about other Users in connection with the prohibited conduct and activities or conduct/forward surveys, contests, pyramid schemes or chain letters; and (i) upload any other content which is non-complaint with the Information Technology Act, 2000, rules, guidelines and regulations made thereunder, including Rule 3 of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, Terms and Policies. 4. You will be eligible to use the Digital Services only when You fulfil the following conditions: (a) You have attained at least 18 (eighteen) years of age, and (b) You are competent to enter into a contract under the applicable laws. If You reside in a jurisdiction that restricts the use of the Digital Services because of age or restricts the ability to enter into contracts such as these Terms of Use due to age, You must abide by such age limits. In this regard, the parent or guardian of individual violating the aforementioned conditions shall indemnify, defend and hold harmless Platform, Partners and their associates, service provider from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Platform, Partners and their associates, service provider that arise out of, result from, or maybe payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by such individuals pursuant to these Terms of Use; 5. You understand and agree that the listing of the underlying service provider, their profiles, information and any content regarding the Digital Services is a fully automated system. The listing does not represent any ranking or order of preference

or endorsement by Platform / relevant Partner. The listing of the service provider is based on an automated system considering various internal factors including Users ratings, User comment/inputs as received by Platform / relevant Partner from time to time. Such a factor may be changed from time to time in order to improve the listing algorithm. Under no circumstances will Platform / relevant Partner shall be held responsible for the relevancy of the listing order of the Service Provider on the Platform. 6. Platform / relevant Partner disclaims any guarantee of exactness as to the duration, type, satisfaction from any Digital Services

fulfilled by any service provider respectively. Further, Platform / relevant Partner makes no representation that Digital Services as provided by relevant Partner / service provider are appropriate or safe for use. 7. To the fullest extent permitted by law, Platform / relevant Partner disclaims all liability arising out of the User's use or reliance upon the Platform, the Digital Services, representations and warranties made by the relevant Partner / service provider, the content or information provided by the relevant Partner / service provider on the Platform, or any opinion or suggestion given or expressed by relevant Partner / service provider or any Service Provider in relation to any Digital Services. 8. In the event the Platform / relevant Partner(s) or their business partner(s) run any offers or discounts subsequent to Your purchase, neither Platform/ relevant Partner(s) or their business partner(s) are obliged to offer You the benefits under such subsequent offers, however Platform/ relevant Partner(s) or their business partner(s), as may be the case, may offer You benefits under subsequent offers at an additional fee. In addition to these terms, there are additional terms and conditions applicable on You under the specific offers, discounts and sales schemes/ campaigns. 9. Without prejudice to the generality of the above, User understands and agrees that Platform/ relevant Partner(s) may not be involved in certain interactions between the User and the service provider and hence would not be responsible for the same. 10. Users understands and agrees that Platform/ relevant Partner(s) will not be liable for: (i) any non-fulfilment of the service provider obligations; (ii) any issues that User has with the service provider, although on good-faith basis the Platform/ relevant Partner shall try resolving any issue (iii) quality of service or treatment being given by the service provider; (iv) any misconduct or inappropriate behaviour by the service provider or their staff; (v) any type of inconvenience suffered by the User due to a failure on the part of the service provider to provide agreed Digital Services.

Diverse Booking Services and Other Diverse Services: 1. In order to avail Other Diverse Services, You agree to having provided Your consent to wellnessZ and other associated platforms in company to share all health and other medical records provided by You to wellnessZ and other associated platforms and/or registered medical practitioners and third parties engaged by wellnessZ and other associated platforms with the Company. 2. You can create a sub-account for family members and friends for availing Diverse Booking Services, subject to the conditions specified by wellnessZ and other associated platforms. 3. You may cancel or reschedule appointments using the Platform, subject to permitted cancellation & rescheduling timelines and availability of a timeslot/registered medical practitioner of appointment. wellnessZ and other associated platforms also reserve the right to cancel or reschedule appointments. 4. wellnessZ and other associated platforms shall not be liable for any inconvenience or loss caused to You as a result of such rescheduling, cancellation and delay in performance or failure to meet its obligations except for the reasons expressly specified. 6. As part of the Platform Services provided to You, after availing such services, You agree to provide honest feedback/review about the concerned Platform Service, if required by the Company.

Diverse Booking Services and Other Diverse Services: 1. In order to avail Other Diverse Services, You agree to having provided Your consent to wellnessZ and other associated platforms to share all health and other medical records provided by You to wellnessZ and other associated platforms and/or registered medical practitioners and third parties engaged by wellnessZ and other associated platforms with the Company. 2. You can create a sub-account for family members and friends for availing Diverse Booking Services, subject to the

conditions specified by. 3. You may cancel or reschedule appointments using the Platform, subject to permitted cancellation & rescheduling timelines and availability of a timeslot/registered medical practitioner of appointment. wellnessZ and other associated platforms also reserve the right to cancel or reschedule appointments.4. wellnessZ and other associated platforms shall not be liable for any inconvenience or loss caused to You as a result of such rescheduling, cancellation and delay in performance or failure to meet its obligations except for the reasons expressly specified. 6. As part of the Platform Services provided to You, after availing such services, You agree to provide honest feedback/review about the concerned Platform Service, if required by the Company.

Acceptance of Terms of Use

1. Use of and access to the Platform is offered to You upon the condition of acceptance of all the terms, conditions and notices contained in these Terms of Use, along with any amendments made by the Company at its sole discretion and posted on the Platform. By (i) using this Platform or any Platform Services in any way; or (ii) merely browsing the Platform, You agree that You have read, understood and agreed to be bound by these Terms of Use available at the website and mobile app.

2. The Company retains an unconditional right to modify or amend this Terms of Use without any requirement to notify You of the same. It shall be Your responsibility to check the Terms of Use periodically for changes. Your continued use of the Platform following the posting of changes to this Terms of Use on the Platform, will constitute Your consent and acceptance of those changes.

Eligibility to Use

1. The Platform Services are not available to minors i.e. **persons under the age of 18 (eighteen) years or to any Users suspended or removed by the Company for any reason whatsoever**. You represent that You are of legal age to form a binding contract and are not a person barred from receiving Platform Services under the applicable laws.

2. The Company reserves the right to refuse access to the Platform or Platform Services to new Users or to terminate access granted to existing User(s) at any time without any reasons for doing so.

3. In case of non-compliance with rules and regulations, privacy policy or user agreement for access or usage of the computer resource of the Company, it has the right to terminate the access or usage rights of the Users to the computer resource immediately or remove non-compliant information or both, as the case may be. The Company will periodically inform its Users, at least **once every year** of the compliance requirements set-out in this Terms of Use and the Privacy Policy or any changes thereto.

4. You shall **not have more than one active Account (as defined hereinafter)** on the Platform. Additionally, You are prohibited from selling, trading, or otherwise transferring Your Account to another party or impersonating any other person for the purpose of creating an account with the Platform.

User Account, Password, and Security

1. In order to avail the Platform Services (*as defined hereinafter*) on the Platform, You will have to register on the Platform by providing details about Yourself, including Your name, address, contact details and such other details as may be required on the Platform and create an account ("Account").

2. You shall ensure and confirm that the Account information provided by You is complete, accurate and up-to-date. If there is any change in the Account information, You shall promptly update Your Account information on the Platform. If You provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or if the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to suspend or terminate Your Account and refuse any and all current or future use of the Platform (or any portion thereof) at its discretion, in addition to any right that the Company may have against You at law or in equity, for any misrepresentation of information provided by You.

3. 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 the Company of any unauthorized use of Your Account information or any other breach of security, and (b) ensure that You exit from Your Account at the end of each session. The Company cannot and will not be liable for any loss or damage arising from Your failure to comply with this provision. You may be held liable for losses incurred by the Company or any other user of or visitor to the Platform due to authorized or unauthorized use of Your Account as a result of Your failure in keeping Your Account information secure and confidential.

4. Use of another User's Account information for availing the Platform Services is expressly prohibited.

Fees, Charges and Subscriptions

1. Any Digital Services membership may start with a free trial. The free trial period for any subscription will last for the period of time specified when you signed up. Free trials may not be combined with certain other offers, as specified. If you begin your subscription within a free trial, we may begin billing You for periodical membership fees at the time of subscription purchase or at the end of the free trial period unless you cancel your membership prior to the end of the free trial period, at our sole discretion.

2. You agree to pay for all fees and charges incurred while using the Digital Services and the Platform Services. Additional taxes or third party charges may apply.

3. You may be offered subscription options, which could be monthly, quarterly, half yearly, annual, recurring, non-recurring subscription options. For the purposes of our weekly, monthly and yearly subscriptions, a week constitutes 7 calendar days, a month constitutes 30 calendar days and a year constitutes 365 calendar days.

4. Non-recurring subscription(s) are non-cancellable. However, You may cancel your recurring subscription(s) at any time by going to your Account Settings and canceling your subscription before the respective renewal date to avoid billing of the next period's subscription fee to the Payment Detail you have provided. Refunds cannot be claimed for any partial-term subscription period.

5. Any promotion code or offer provided may not be used in conjunction with any other promotion code or offer, past or present. Introductory offers are only available to new users of the Platform, except where expressly stated otherwise. Previous users, including those having only booked / utilized trial services, or trial users of the Platform do not qualify as new users. No promotion code or discount will

apply to any services / products unless otherwise stated on the Platform. Unless otherwise set forth in the terms of any promotion, all pricing promotions or discounts will apply to the initial period of the subscription, and any renewals will be charged at the non-discounted rate for the type of subscription or membership purchased.

Payment Services

1. All payments in respect of the Platform Services shall be made to the Company through the Platform. To the extent permitted by applicable law and subject to the Company's Privacy Policy, you acknowledge and agree that the Company may use certain third-party vendors and service providers, including payment gateways, to process payments and manage payment card information.

2. In order to make payments online, You undertake to use a valid payment card or bank details or third party wallets or details required for any other mode of payment ("Payment Details") with the authority to use the same, to have sufficient funds or credit available to complete the payment on the Platform in good standing. By providing the Payment Details, You represent, warrant, and covenant that: (1) You are legally authorized to provide such Payment Details; (2) You are legally authorized to perform payments using such Payment Details; and (3) such action does not violate the terms and conditions applicable to Your use of such Payment Details or applicable law. You agree that You are responsible for any fees charged by Your mobile carrier in connection with Your use of the payment services through Your mobile. The Company shall use the Payment Details as described in the Company's Privacy Policy. You may add, delete, and edit the Payment Details You have provided from time to time through the Platform.

3. The payment receipt for completion of a transaction shall be provided by the respective Vendors and the transaction summary shall be provided by the Company, the payment receipt and transaction summary shall be made available on the Platform and also sent to your registered email address. Company collects the payment on behalf of the respective Vendor, and eventually settles the same.

4. Except to the extent otherwise required by applicable law, the Company is not liable for any payments authorized through the Platform using Your Payment Details. Particularly, the 5. Further, You undertake not to:

1. Company is not liable for any payments that do not complete because: (1) Your payment card or bank account or third party wallet does not contain sufficient funds to complete the transaction or the transaction exceeds the credit limit in respect of the Payment Details provided; (2) You have not provided the Company with correct Payment Details; (3) Your payment card has expired; or (4) circumstances beyond the Company's control (such as, but not limited to, power outages, interruptions of cellular service, or any other interferences from an outside force) prevent the execution of the transaction.

Refund Policy

Any Type of Subscription Payment or in-App Purchases bought by You are non-refundable, non-exchangable, and non-saleable. You may request cancellation of your subscription to the Digital Services, however the same must be done before the respective renewal date to avoid billing of the

next period's subscription fee to the Payment Details you have provided. Refunds cannot be claimed for any partial-term subscription period. The Company and / or relevant service provider(s) / vendor shall have the right to cease/terminate relationship with You unilaterally without any reason, and applicable amount or cash back (if any) or pro-rata refund, as the case may be, shall be refunded to You subsequently. With regards to payments, the Platform shall not be responsible for any unauthorized transactions conducted on our Platform using Your payment card or internet banking. The Platform shall not be obligated to refund any money to You in such instances.

NOTE -: If anyone tries to sell their Payed Subscription , LEGAL ACTION shall be brought against him .

Use of Platform

1. Subject to compliance with the Terms of Use, the Company grants You a non-exclusive, revocable, limited privilege to access and use this Platform and the Platform Services. You agree to use the Platform Services, Platform and the materials provided therein only: (a) for purposes that are permitted by the Terms of Use; (b) for purposes for which the Platform Services are meant to be used; and (b) in accordance with any applicable law, regulation or generally accepted practices or guidelines. You agree not to engage in activities that may adversely affect the use of the Platform by the Company/other Users.
2. You agree not to access (or attempt to access) the Platform and the materials or Platform Services by any means other than through the interface that is provided by the Company. You shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or Content (as defined below), or in any way reproduce or circumvent the navigational structure or presentation of the Platform, materials or any Content, to obtain or attempt to obtain any materials, bookings, documents or information through any means not specifically made available through the Platform.
3. You acknowledge and agree that by accessing or using the Platform or Platform Services or Content, You may be exposed to content from others that You may consider offensive, indecent or otherwise objectionable. The Company disclaims all liabilities arising in relation to such offensive content on the Platform.
4. If the Platform allows You to post and upload any material on the Platform, You hereby undertake to ensure that such material is not offensive and is in accordance with applicable laws. All material added, created, uploaded, submitted, distributed, or posted to the Platform by You is Your sole responsibility. The Company reserves the right to review any information provided/data uploaded, if any, by You on the Platform and delete any information/data that is inconsistent with these Terms of Use.
5. Further, You undertake not to:
 1. defame, abuse, harass, threaten or otherwise violate the legal rights of others;

2. publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information
3. copy, republish, post, display, translate, transmit, reproduce or distribute any Content through any medium without obtaining the necessary authorization from the Company;
4. conduct or forward surveys, contests, pyramid schemes or chain letters;
5. upload or distribute files that contain software or other material protected by applicable intellectual property laws unless You own or control the rights thereto or have received all necessary consents;
6. upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Platform or another's computer or provide you undue advantage or benefit in purchasing goods / availing services;
7. engage in any activity that interferes with or disrupts access to the Platform or the Platform Services or the Content (or the servers and networks which are connected to the Platform);
8. attempt to gain unauthorized access to any portion or feature of the Platform, any other systems or networks connected to the Platform, to any Company server, or to any of the Platform Services offered on or through the Platform, by hacking, password mining or any other illegitimate means;
9. probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other User, of or visitor to, the Platform, to its source, or exploit the Content, Platform or Platform Services or information made available or offered by or through the Platform, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided on the Platform;
10. disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers or networks connected to or accessible through the Platform or any affiliated or linked sites;
11. collect or store data about other Users in connection with the prohibited conduct and activities set forth in this Section.
12. use any device or software to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform;
13. use the Platform or any material or Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Company or other third parties;
14. falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;

15. violate any applicable laws or regulations for the time being in force within or outside India or anyone's right to privacy or personality;

16. violate the Terms of Use contained herein or elsewhere; and

17. reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform.

6. Except as expressly indicated herein, the Company hereby grants You a non-exclusive, freely revocable, non-transferable access to view any Content available on the Platform, subject to the following conditions:

1. You may access the Content solely for personal, informational, and internal purposes, in accordance with the Terms of Use;

2. You may not modify or alter the Content available on the Platform;

3. You may not distribute or sell, rent, lease, license or otherwise make any Content on the Platform available to others; and

4. You may not remove any text, copyright or other proprietary notices contained in the Content downloaded from the Platform.

Intellectual Property Rights

1. The Platform and the processes, and their selection and arrangement, including but not limited to, all text, videos, graphics, user interfaces, Images, photos, visual interfaces, sounds and music (if any), artwork and computer code (and any combinations thereof) (collectively, the "Content") on the Platform is owned and controlled by the Company and / or its licensors and the design, structure, selection, coordination, expression, look and feel and arrangement of such Content is protected by copyright, patent and trademark laws, and various other intellectual property rights.

2. The trademarks, logos and service marks displayed on the Platform ("Marks") are the property of the Company and / or Vendors and / or other respective third parties, as the case may be. You are not permitted to use the Marks without the prior consent of the Company, or the Vendors, or the third party that may own the Marks.

Violation of the Terms of Use

You agree that any violation by You of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to the Company and/or Vendors, as the case may be, for which monetary damages would be inadequate, and You consent to the Company and/or Vendors obtaining any injunctive or equitable relief that they deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that the Company and/or Vendors obtaining may have at law or in equity. If the Company and/or Vendors takes any legal action against You as a result of Your

violation of these Terms of Use, they will be entitled to recover from You, and You agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief that may be granted.

Suspension and Termination

1. The Terms of Use will continue to apply until terminated by either You or the Company as set forth below. If You object to the Terms of Use or are dissatisfied with the Platform, your only recourse is to (i) close Your Account on the Platform; and/or (ii) stop accessing the Platform.
2. The Company may delist You or block Your future access to the Platform or suspend or terminate your Account if it believes, in its sole and absolute discretion that you have infringed, breached, violated, abused, or unethically manipulated or exploited any term of these Terms of Use or anyway otherwise acted unethically. Notwithstanding anything in this clause, these Terms of Use will survive indefinitely unless and until the Company chooses to terminate them.
3. If You or the Company terminate Your use of the Platform, the Company may delete any Content or other materials relating to Your use of the Platform Services and the Company shall have no liability to You or any third party for doing so. However, your transaction details may be preserved by the Company for purposes of tax or regulatory compliance.
4. You shall be liable to pay for any Platform Services that you have already ordered till the time of termination by either party whatsoever.
5. The vendor may at its sole discretion at any time and for any reason, with or without notice: (i) ban any computer or device from accessing the services; (ii) prevent any person from accessing the services; (iii) terminate, modify, suspend or discontinue any usage plan, access id, terms of service or services; (iv) remove any of your content; and/or (v) change your usage plan to a trial usage plan.

Governing Law

These terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the jurisdiction of courts, tribunals, fora, applicable authorities at Amritsar.

Communication

You hereby expressly agree to receive communications by way of SMS and/or e-mails from the Company, Vendors and other third parties relating to the Platform Services provided through the Platform. You can unsubscribe/ opt-out from receiving communications through SMS and e-mail anytime by emailing to support@wellnessz.in or contacting our Grievance Officer(if any). However, this may limit the extent of Platform Services that you can avail.

General Provisions

Notice: All notices from the Company will be served by email to Your registered email address or by general notification on the Platform. Any notice provided to the Company pursuant to the Terms of Use should be sent to support@wellnessz.in or to our Grievance Officer with subject line Attention: TERMS OF USE.

Assignment: You cannot assign or otherwise transfer the Terms of Use, or any rights granted hereunder to any third party. The Company's rights under the Terms of Use are freely transferable by the Company to any third party without the requirement of seeking Your consent. Severability: If, for any reason, a court of competent jurisdiction finds any provision of the Terms of Use, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect. Waiver: Any failure by the Company to enforce or exercise any provision of the Terms of Use, or any related right, shall not constitute a waiver by the Company of that provision or right.

Warranty Disclaimer

1. The services is provided on an "as is" and "as available" basis and you acknowledge and agree that your use of the services and all content forming part of or related to the services (including without limitation any work-out plans, exercise videos or similar content provided by or on behalf of the vendor), and any and all interactions between you and trainers through the services or otherwise, shall in all cases be at your sole discretion and risk. to the fullest extent permitted by law, the vendor and its officers, directors, employees, and agents, disclaim all warranties and conditions, express or implied or statutory, in connection with the services and your use thereof, including without limitation any implied warranties or conditions of merchantability, fitness for a particular purpose, accuracy, completeness, performance, hardware compatibility, quiet enjoyment, title and non-infringement. no advice or information, whether written or oral, obtained from the vendor or its officers, directors, employees or agents or through the services shall create any warranty or condition not expressly stated in the terms of service.

2. The vendor makes no warranties or representations of any kind about the accuracy or completeness of any sites, applications, pages or services linked to or through the services. the vendor does not warrant, endorse, guarantee, or assume responsibility for, any product or service advertised or offered by a third-party through the services or any hyperlinked service or website featured in any user submission, banner, sponsor message or other advertising. the vendor shall not be a party to or in any way be responsible for monitoring any transaction between you and any other user of the services or any third-party providers of any product or service.

Limitation of liability

1. In no event shall the vendor and its officers, directors, employees, or agents directly or indirectly, be liable to you for any indirect, incidental, special, punitive or consequential damages or loss of revenue, income, profit, reputation, goodwill or customers whatsoever resulting from your use of or access to the services or any content (including without limitation any work-out plans, exercise videos or similar content provided by or on behalf of the vendor), including without limitation resulting from any: (i) errors, mistakes, inaccuracies or omissions in the services; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the services or any content; (iii)

unauthorized access to or use of the vendor's servers and/or any and all personal information or other information stored therein or thereon; (iv) interruption or cessation of transmission to or from the services; (v) termination of access to the services or removal of any content by the vendor; (vi) bugs, viruses, trojan horses, or the like, which may be transmitted to or through the services by any third-party; or (vii) errors, mistakes, inaccuracies or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content, whether the foregoing is based on warranty, contract, tort, misrepresentation or any other legal theory, and whether or not the affected parties are aware or have been advised of the possibility of such damages.

2. The total aggregate liability of the vendor for any and all claims related to the terms of service and/or use of, or access to, the services shall be limited to direct damages suffered by you, **not to exceed the lesser of inr 1000.00 (rupees One thousand only)** and the amount actually received by the vendor from you pursuant to the terms of service during the three (3) months immediately preceding the event giving rise to the claim. any action commenced against the vendor for any and all claims related to the terms of service, shall be brought within twelve (12) months after such cause of action shall have first arisen.

3. The vendor does not control content and does not guarantee the accuracy or integrity of such content. you specifically acknowledge and agree that the vendor shall not be liable in any way for any content including but not limited to any errors or omissions or the defamatory, offensive, or illegal conduct of any third-party and that the risk of harm or damage from the foregoing rests entirely with you.

4. You acknowledge and agree that, with respect to any dispute related to the terms of service you hereby give up your right to (i) have a trial by jury; and (ii) participate as a member of a class of claimants, in any lawsuit including but not limited to class action lawsuits involving any dispute related to the terms of service.

5. All foregoing limitations and exclusions of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Indemnity by you

You agree to defend, indemnify and hold harmless the vendor and its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt, and expenses (including but not limited to attorney's fees) arising from: (i) your or your agents' use of or access to the services; (ii) any third party use of, or access to, your access id; (iii) your or your agents' violation of any term of the terms of service; (iv) your or your agents' violation of any third-party right, including without limitation any copyright, property or privacy right; or (v) any claim that your content caused damage to a third-party. this defense and indemnification obligation shall survive the terms of service and your and your agents' use of the services.

1. Assignment

The Terms of Service, and any rights and licenses granted hereunder, may not be transferred, assigned or sold by you, but may be transferred, assigned and sold by the Vendor without restriction.

1. Data Usage and Charges

The Services may use information and data transmission networks operated by third-parties to send data, information and Content from a computer or device to the Vendor's servers, and to serve data, information and Content back to such computer or device. Depending on your wired or wireless data or similar plan with such third-party operators, you may incur charges from such third-party operators for use of its information and data transmission networks. You are solely responsible for any and all costs, including without limitation wireless and cellular data costs, you may incur as a result of the usage of the Services and/or as a result of data, information and Content submitted or received by your computer or device through the Services.

1. Updates and Availability of Services

1. You acknowledge and agree that:

1. the Vendor may from time to time, at its sole discretion, make Updates available to you, but is under no obligation to do so;

2. Updates may alter, amend or modify the Services, including without limitation, its nature, scope, features, functionality, operation and Content, and you agree to such Updates being made to the Services from time to time, at the sole discretion of the Vendor;

3. Updates may require you to enter into new terms of service or, alternatively, shall be subject to all terms and conditions of the Terms of Service; and

4. There may be occasions when the Services may be interrupted, including without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.

General

1. Nothing in the Terms of Service shall be construed to constitute the Vendor and yourself as principal and agent, employer and employee, franchisor and franchisee, partners, joint venturers, co-owners or otherwise as participants in a joint undertaking.

You shall have no right or authority to assume or create any obligation of any kind, express or implied, on behalf of the Vendor or waive any right, interest or claim that the Vendor may have, other than as expressly set out herein, or with the prior written consent of the Vendor.

2. If there is any dispute between you and the Vendor about or involving the Services or the Terms of Service, you hereby acknowledge and agree that the dispute shall be governed by and construed in accordance with the laws of the Punjab, India without regard to its conflict of law provisions. You hereby agree to submit to the exclusive jurisdiction of the courts in Amritsar, India with respect to any claim, proceeding or action relating to or otherwise arising out of the Terms of Service or your access to or use of the Services, howsoever arising, provided always that the

Vendor may seek and obtain injunctive relief (or an equivalent type of urgent legal relief) in any jurisdiction.

3. The Terms of Service constitutes the whole legal agreement between you and the Vendor and governs your use of the Services (but excluding any services which the Vendor may provide to you under a separate written agreement), and completely replaces and supersedes any prior and contemporaneous agreements between you and the Vendor in relation to the Services. Notwithstanding the foregoing, you and the Vendor shall be entitled to enter into an additional superseding agreement which by its terms may expressly alter, amend or terminate the Terms of Service.

4. If any provision of the Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Service, which shall remain in full force and effect. No waiver of any term of the Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and the Vendor's failure to assert any right or provision under the Terms of Service shall not constitute a waiver of such right or provision.

5. other provisions of the Terms of Service which by implication from its nature are intended to survive the termination or expiration of the Terms of Service, shall survive termination or expiration of the Terms of Service.

Contact the Vendor

You may direct any questions, complaints or claims with respect to the general functionality and operation of the Services to the Vendor at support@wellnessZ.in

EXHIBIT "A"

DEFINITIONS AND INTERPRETATION

"Access IDs" means the unique identification names and corresponding passwords assigned to a WellnessZ Customer and the Trainers and Trainees who have been authorized to access and use the Services procured by such WellnessZ Customer, and allowing such persons to access and use the Services, and "Access ID" shall be construed accordingly.

"Agents" means, with respect to a Party, such Party's agents, employees, consultants, contractors and/or other authorized representatives, and "Agent" shall be construed accordingly.

"Content" means any material posted on, submitted on, uploaded to, made available to and/or appearing on the Services, including without limitation, data, information, text, graphics, photos, videos, charts, or location information.

"Fee Schedule" means the Vendor's fee schedule, as provided by the Vendor to certain users of the Services from time to time, setting out the cost of the respective Usage Plans, and/or the cost of the respective In-Application Purchases, as applicable.

“In-Application Purchases” means the supplementary products, services and/or functionality offered for sale by the Vendor, which is not otherwise included in the cost of the Usage Plan subscribed to by a WellnessZ Customer.

“Parties” means the parties to the Terms of Service, and “Party” shall be construed accordingly.

“Services” means the services offered or made available by the Vendor, including without limitation the WellnessZ software as a service platform, and any website, application or widget associated therewith, as modified by the Vendor by way of Updates from time to time.

“Trainee” means a person directly or indirectly accessing or making use of the Services procured by a WellnessZ Customer as a trainee, including without limitation, for the purpose of accessing, obtaining or otherwise acquiring fitness training services from the WellnessZ Customer and/or a Trainer, and “Trainees” shall be construed accordingly.

“Trainer” means a person directly or indirectly accessing or making use of the Services procured by a WellnessZ Customer as a trainer, including without limitation, for the purpose of offering, providing or otherwise furnishing fitness training services to one or more Trainees, and “Trainers” shall be construed accordingly.

“Trial Usage Plans” means the free or discounted Usage Plans, and “Trial Usage Plan” shall be construed accordingly.

“WellnessZ Customer” means a person who procures Services from the Vendor, including without limitation, by placing an order for a specific Usage Plan with the Vendor, thereby allowing access to, and use of, such Services by the WellnessZ Customer and the related Trainers and Trainees, and “WellnessZ Customers” shall be construed accordingly.

“Updates” means versions of the Services that contain functional enhancements, modifications, error corrections and/or fixes relating to the Services, and “Update” shall be construed accordingly.

“Usage Plans” means the access plans to the Services offered for sale or, with respect to certain Trial Usage Plans, on a no-charge basis, by the Vendor to WellnessZ Customers, each such plan allowing the WellnessZ Customer and a certain set number of Trainers and Trainees to access and use the Services or certain features thereof procured by the YDL Customer, through the use of Access IDs, and “Usage Plan” shall be construed accordingly.

“you”, “your” and/or “yourself” means either the WellnessZ Customer, Trainer or Trainee entering into the Terms of Service, as applicable.

“Your Content” means Content posted, submitted, made available, uploaded and/or displayed on or through the Services by you or your Agents, whether directly or through third party sites, applications or products (including without limitation any fitness or health tracking data, nutritional data or other data or information that you may make available to the Services from a third party site, application or product and any and all information you upload or make available through any document management features of the Services)