

CUSTOMER TERMS AND CONDITIONS

Welcome to the New Destination for Celebration - **CLUBINN!**

Please read these **Terms and Conditions** carefully before using our services through the application.

The Company has all rights to **make amendments, discard** any of the existing clauses or **add new** clauses to the existing ones at any point of time. It will be your responsibility to keep yourself updated with the Terms of Use from time to time, your continued usage of the CLUBINN Platform and Services would be deemed to be an acceptance of these terms and the modifications thereto.

Your access to and use of the Service is conditioned on your **acceptance of** and **compliance with** these Terms. These Terms apply to all the **Visitors, Users** and **Others** using the Service.

By accessing or using the Service you agree to be **Bound** by these Terms. If you disagree with any of the terms then you may feel free to contact our Team to clarify your queries or you may NOT use the services.

The person who has made the booking will be referred to as Host throughout the terms.

We want our Service to be as inclusive, open and rational as possible but all of it must be safe, secure and in accordance with the law. So, we need you to commit to a few restrictions before joining the ClubInn Community:

- **Your age must be 16 years or older.**
- **You shouldn't be having any kind of Criminal Record or any kind of legal obligation on your name.**
- **Shisha will only be served if you're 18 years old or above.**
- **Alcohol will only be served if you're 21 years old or above.**
- **Use of any kind of illegal substances within the booked premises is strictly prohibited and the person who has made the booking for the event will be held responsible in case of any unforeseen event.**
- ***Not allowed to carry things inside the premises.**

1. Using the ClubInn Application :

a. Account Registration and Purpose :

- o ClubInn services can be availed only once you are a registered user of the ClubInn Application. The Registration process involves using a unique Login ID(Mobile No./Email ID) and an easy to remember Password for yourself. The ClubInn Platform requires you to register as a User by creating an Account in order to utilize the Services provided.
- o 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 ClubInn of any unauthorized use of its Account Information or any other breach of security, and (b) ensure that you exit/log out from the account at the end of each session.
- o ClubInn cannot and shall not be liable for any loss or damage arising from your failure to comply with this clause. You may be held liable for losses incurred by ClubInn or any other customer or visitor to the ClubInn Platform due to authorized or unauthorized use of your account as a result of your failure in keeping its Account Information secure and confidential.
- o ****ClubInn also allows restricted access to the ClubInn Platform for unregistered users. At the time of registration, you shall ensure that the Account Information provided by you in the ClubInn Platform registration form is complete, accurate and up-to-date. Use of another user's account information is expressly prohibited.**

b. Booking Procedure and Requirements :

- o You should be having a valid ID Proof(AADHAR CARD/VOTER'S ID CARD/DRIVER'S LICENSE/PASSPORT) which will be verified on the day of the event by a ClubInn Representative
- o 20% of the payment is to be made on the application through the provided online services and the remaining 80% is to be given to the ClubInn Representative in cash or via other online payment modes.
The event cannot commence until the entire payment has been made.
- o Make sure that your guest list doesn't include anyone below 18 years of age if you have opted for shisha and 21 years of age if you have opted for alcohol in your event.
Also, the Host shouldn't include any person having any kind of legal obligation or criminal record as his guest. In case of any unforeseen event (Police intervention, etc.), the Host will be held responsible for inviting that person within the premises.
- o Select a suitable time limit during the process of booking and please stick to the provided Check In and Out timings.
- o You can opt for food delivery from our specially curated Menu in the Application for some lip-smacking food to enthrall your taste buds. In case there are changes to be made in the ordered food, it has to be done at least 24hours prior to the event or else any demand for changes won't be entertained.
- o **DO NOT FORGET** to mention any kind of special instructions (in the text area provided) with regards to any arrangement that you think is ought to be known to us before booking. Also feel free to call our Operations Team in case you think it can't be explained in a few words.

2. Member Conduct(Applies to all Customers) :

a. During the Event - Responsibilities and Liabilities :

- o **Anti - fascist policy** - We expect each and every one to be following a certain level of decorum. Any act of violence or barbarity that might potentially injure someone or put someone in jeopardy and lead to any unforeseen events will strongly be condemned and in that case, the Host will be held responsible along with the person/s committing the act.
- o **Respect the Decibels** – The volume of music played in the event should not exceed the given decibel limit permitted in the particular area.
- o **Reparations** – You have to keep in mind at all times that it is someone else's private property that you are using. Hence, any kind of physical damage caused inside the premises will be borne by the Host and it will be non- negotiable. Also, a fine of Rs. 500 for any kind of human/animal excreta (urine, vomit, feces, spit) present in an unsuitable place inside the premises or outside in will be charged.
- o **Fear the Authority** – In case of police intervention due to any reason, the whole and sole responsibility of the scene lies on the person found guilty in the act and the Host. The House owner and the Company are not to be blamed or defamed in any way possible. The person responsible might even be banned from using the Services depending on the severity of the act.
- o **Be a Friend in Need** – In case of an emergency when someone needs serious medical help due to reasons like alcohol poisoning or any other medical history, you are expected to call an Ambulance and take actions right away rather than waiting for something worse to happen.
In case of any medical negligence which might lead to unforeseen events, the Host will be considered guilty in the act because of sheer irresponsible behavior. The Company and the Host owner will not be held responsible in any way.
- o **Don't be a King of your mind** – As already mentioned, use of any kind of illegal substances (drugs, steroids, etc.) within the premises is strictly prohibited. Anyone caught using them by any form of authority will strongly be condemned. Along with it, the Company will be taking legal actions against the Host and the people involved in the act. They will also be banned from using the Company services.

b. Post Event :

- **Check before cutting** – The Company or the house owners are not to be blamed or questioned in any way with regards to any form of personal belonging lost or misplaced during the event. It is the sole responsibility of each and every person attending the event to take care of his/her belongings and keep a check of things before leaving the place. In case, someone does end up losing something which has been found by the company officials in the place will be returned after verification to the respective owner.
- **Restoration** – Any kind of damage done to the property or inside its premises has to be compensated. A ClubInn official will be checking the place before and after the event in presence of the Host to ensure that the Host is aware of the condition and arrangements of the place so that any damages incurred later cannot be questioned or falsified.
- **Wear a Watch** – The Host is to strictly adhere to the time limit selected while making the booking. Any losses borne by the Company or the Property Owner in this context due to a negligence of the Host or any of its guests post event will be subject to compensation for the loss of business that occurred.
- **Compensation scheme** - Any kind of materialistic damage or damage inside the property will be strongly condemned and appropriate compensation has to be paid for any such negligence immediately after the event to a ClubInn official.
- **PLEASE PROVIDE AN HONEST FEEDBACK TO HELP US IMPROVE AND GROW OUR SERVICES.**

c. Respect the services :

- **Keep in mind at all times that ClubInn is providing you with third party services. We do not own any service that we provide directly and hence, any damage done to the property of the service provider will be due for compensation as per their demand.**
- **This includes, 1. Shisha base 2. Decoration Accessories (Lights, banners, etc.) 3. Music System or any other arrangement requested by the customer.**

3. Limited Liability Clause –

- The human nature itself is very unpredictable and so are the actions. We cannot predict when issues may arise with our Services. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstances will we be liable to anyone for any lost profits, revenues, information or data, or consequential, special, indirect, exemplary, punitive or incidental damages arising out of or related to these Terms of the ClubInn Services, even if we have been advised of the possibility of such damages. This clause limits the Company and the House Owners from bearing any responsibility for any kind of illegal or natural action of the people involved in the scene. The Host and his/her Guests are expected to work within the bounds set by the Company.

4. Term & Termination

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

The Users are prohibited from:

- a. Systematically retrieve data or other content from the ClubInn Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- b. Make any unauthorized use of the ClubInn Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- c. Circumvent, disable, or otherwise interfere with security-related features of the ClubInn Platform, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the ClubInn Platform and/or the Content contained therein.
- d. Engage in unauthorized framing of or linking to the ClubInn Platform.
- e. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- f. Make improper use of our support services or submit false reports of abuse or misconduct.
- g. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- h. Interfere with, disrupt, or create an undue burden on the ClubInn Platform or the networks or services connected to the ClubInn Platform.
- i. Attempt to impersonate another user or person or use the username of another user.
- j. Sell or otherwise transfer your profile.
- k. Use any information obtained from the ClubInn Platform in order to harass, abuse, or harm another person.
- l. Use the ClubInn Platform as part of any effort to compete with us or otherwise use the CLUBINN Platform and/or the Content for any revenue-generating endeavour or commercial enterprise.
- m. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the ClubInn Platform.
- n. Attempt to bypass any measures of the ClubInn Platform designed to prevent or restrict access to the CLUBINN Platform, or any portion of the ClubInn Platform.
- o. Copy or adapt the ClubInn Platform's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- p. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the ClubInn Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the ClubInn Platform.
- q. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism.
- r. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat

utility, scraper, or offline reader that accesses the ClubInn Platform, or using or launching any unauthorized script or other software.

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

