

TERMS AND CONDITIONS:

1.CONTRACTUAL RELATIONSHIP

These Terms of Use ("Terms") govern the access or use by you, an individual, from within India of applications, websites, content, products, and services (the "**Services**") made available by Experioos. Experioos is not registered as a company and is currently testing its platform.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Experioos. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior written agreements with you.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Experioos may restrict you from accessing or using the Services, or any part of them, immediately, without notice, in circumstances where Experioos reasonably suspects that:

- You have, or are likely to, breach these Terms; and/or
- you do not, or are likely not to, qualify, under applicable law or the standards and policies of Experioos and its affiliates, to access and use the Services.

Experioos may terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof:

- immediately, where Experioos reasonably suspects that:
 - you have, or are likely to, materially breach these Terms; and/or
 - you do not, or are likely not to, qualify, under applicable law or the standards and policies of Experioos and its affiliates, to access and use the Services; or
- on 30 days' written notice to you, where Experioos, acting reasonably, terminates these Terms or any Services for any legitimate business, legal or regulatory reason.

Without limiting its other rights under these Terms, Experioos may immediately restrict or deactivate your access to the Services if you breach the Community Guidelines at any time.

You may terminate these Terms at any time, for any reason.

Experioos may amend the any policies or supplemental terms (including the Community Guidelines) related to the Services from time to time. Experioos will provide you with at least 30 days' written notice in the event of a material change to any policies or supplemental terms that detrimentally affects your rights under these Terms. Amendments will be effective upon Experioos's posting of such amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting, or after the expiry of the notice period (whichever is later), constitutes your consent to be bound by the Terms, as amended.

MODIFICATIONS TO TERMS OF USE AND/OR PRIVACY POLICY

Experioos reserves the right, in its sole discretion, to change, modify, or otherwise amend the Terms, and any other documents incorporated by reference herein for complying with legal and regulatory framework and for other legitimate business purposes, at any time, and Experioos will post the amended Terms at the domain of www.Experioos.com/terms. It is your responsibility to review the Terms of Use for any changes and you are encouraged to check the Terms of Use frequently. Your use of the website (www.experioos.com) ("**Website**") following the date that amendments to the Terms of Use take effect will signify your assent to and acceptance of any revised Terms of Use. If you do not agree to abide by these or any future Terms of Use, please do not use the Website.

2.THE SERVICES

Experioos will provide the Services to you under this Agreement. The Services constitute the provision of a technology platform that enables you, as a user of Experioos's Website to: (a) arrange and schedule services with independent third party providers of those services, who have an agreement with Experioos or its affiliates ("Third Party Providers"); and (b) facilitate payments to Third Party Providers for the services and receive receipts for those payments.

The Services are made available solely for your personal, non-commercial use, unless Experioos has agreed with you otherwise in a separate agreement. You acknowledge that Experioos does not provide guidance or advice services and that all such home-based services are provided by independent third party contractors who are not employed by Experioos or any of its affiliates. Experioos accepts liability for the Services that it provides to you subject to these Terms. Third Party Providers are responsible for the services they provide to you.

License.

Subject to your compliance with these Terms, Experioos grants you a limited, non-exclusive, non-sublicensable, non-transferable license to: (i) access and use the Website on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by Experioos.

Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Experioos; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Provision of the Services.

You acknowledge that portions of the Services may be made available under Experioos's various brands or request options. You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of Experioos's subsidiaries and affiliates; or (ii) independent Third Party Providers.

Third Party Services and Content.

The Services may be made available or accessed in connection with third party services and content (including advertising) that Experioos does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Experioos does not endorse such third party services and content and in no event shall Experioos be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

Ownership.

The Services and all rights therein are and shall remain Experioos's property or the property of Experioos's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Experioos's company names, logos, product and service names, trademarks or services marks or those of Experioos's licensors.

3. YOUR USE OF THE SERVICES

User Accounts.

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("**Account**"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account, unless a specific Service permits otherwise. Account registration requires you to submit to Experioos certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Experioos in writing, you may only possess one Account.

User Requirements and Conduct.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes. You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity or other method of identity verification to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity or other method of identity verification.

No Discrimination.

Experioos prohibits discrimination against Third Party Providers based on race, religion, caste, national origin, disability, sexual orientation, sex, marital status, gender identity, age or any other characteristic that may be protected under applicable law. Such discrimination includes, but is not limited to, any refusal to accept services based on any of these characteristics. If it is found that you have violated this prohibition you will lose access to the Experioos platform.

Text Messaging.

By creating an Account, you agree that the Services may send you text(SMS) messages and emails as part of the normal business operation of your use of the Services. You may opt-out of receiving text(SMS) messages and emails from Experioos at any time by informing Experioos of your decision to stop receiving such text (SMS) messages. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

Promotional Codes.

Experioos may, in Experioos's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that Experioos establishes on a per promotional code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Experioos; (iii) may be disabled by Experioos at any time for any reason without liability to Experioos; (iv) may only be used pursuant to the specific terms that Experioos establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Experioos reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Experioos reasonably determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

User Provided Content

Experioos may, in Experioos's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Experioos through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("**User Content**"). Any User Content provided by you remains your property. However, by providing User Content to Experioos, you grant Experioos a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Experioos's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Experioos the license to the User Content asset forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Experioos's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation; and (iii) you are not providing feedback for services performed by you in your capacity as a service provider on the platform.

You agree to not provide User Content that is defamatory, grossly harmful, blasphemous, paedophilic, invasive of another's privacy, ethnically objectionable, disparaging, relating or encouraging money laundering of gambling, libelous, hateful, racist, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Experioos in its sole discretion, whether or not such material may be protected by law. Experioos may send legal notice to you.

Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and any updates thereto. Experioos does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4.DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY:

LIMITATION SUBJECT TO LOCAL CONSUMER LAW

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, INCLUDING THE RELEVANT CONSUMER LAW LEGISLATION.

DISCLAIMER.

EXCEPT AS REQUIRED OF EXPERIOOS UNDER THE CONSUMER GUARANTEES, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." EXPERIOOS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. EXPERIOOS DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, INCLUDING THE RELEVANT CONSUMER LAW LEGISLATION.

LIMITATION OF LIABILITY.

IF YOU ARE ACQUIRING THE SERVICES AS A CONSUMER, EXPERIOOS'S LIABILITY FOR A FAILURE TO COMPLY WITH A CONSUMER GUARANTEE IS LIMITED TO: IN THE CASE OF SERVICES SUPPLIED TO YOU AS PART OF THE SERVICES UNDER THIS AGREEMENT, THE SUPPLY OF THE RELEVANT SERVICES AGAIN. EXPERIOOS'S LIABILITY TO YOU FOR A BREACH OF ANY CONDITION, WARRANTY OR TERM OF THIS AGREEMENT THAT IS NOT A BREACH OF A CONSUMER GUARANTEE IS LIMITED IN THE FOLLOWING WAY: EXPERIOOS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF EXPERIOOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXPERIOOS SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF EXPERIOOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXPERIOOS SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND EXPERIOOS'S REASONABLE CONTROL IN NO EVENT SHALL EXPERIOOS'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED RUPEES ONE HUNDRED (INR 100).

EXPERIOOS'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE GUIDANCE-BASED SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT EXPERIOOS HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

EXPERIOOS WILL MAINTAIN A COMPLAINTS MANAGEMENT FRAMEWORK, AND WILL MANAGE THIS FRAMEWORK ON BEHALF OF THIRD PARTY PROVIDERS, IN A REASONABLE WAY AND IN ACCORDANCE WITH THE NON-EXCLUDABLE REQUIREMENTS OF THE RELEVANT CONSUMER LAW LEGISLATION.

NOTWITHSTANDING ANYTHING CONTAINED IN THESE TERMS, EXPERIOOS WILL NOT BE DEEMED TO BE IN DEFAULT OR BE RESPONSIBLE FOR DELAYS OR FAILURES IN PERFORMANCE RESULTING FROM ACTS BEYOND THE REASONABLE CONTROL OF EXPERIOOS SUCH ACTS SHALL INCLUDE BUT NOT BE LIMITED TO ACTS OF RIOTS, ACTS OF WAR, EPIDEMICS, PANDEMICS, TRADE EMBARGOES, FIRE, TYPHOONS, EARTHQUAKES, OTHER NATURAL DISASTERS. ETC. THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, INCLUDING ANY OF THE NON-EXCLUDABLE REQUIREMENTS OF THE RELEVANT CONSUMER LAW LEGISLATION.

Indemnity:

You agree to indemnify and hold Experioos and its affiliates and their officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the services; (ii) your breach or violation of any of these Terms; (iii) Experioos's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

Your liability under this clause shall be reduced proportionately if, and to the extent that, Experioos directly caused or contributed to any such Losses.

5. GOVERNING LAW; ARBITRATION.

There are a number of mechanisms available to you to resolve any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Services or these Terms, including those relating to its validity, its construction or its enforceability or with the services provided by a Third Party Provider (any "**Dispute**"). Experioos or its affiliates operate a complaints process to allow you to make complaints about Experioos or Third Party Providers, and Experioos or its affiliates also manage refunds to you in relation to those complaints. Experioos or its affiliates will operate this complaints process in a reasonable manner. You agree and acknowledge that you must raise any Dispute with the Services or the services provided by a Third Party Provider as soon as is practicable, but no later than 48 hours from the time the Dispute arises. If you fail to raise a Dispute within 48 hours from the initial occurrence of such Dispute, Experioos shall be under no obligation to resolve such Dispute. If a Dispute is reported more than 48 hours after the initial occurrence of the Dispute Experioos shall in its sole discretion choose whether or not to attempt resolution of the Dispute.

In addition, you may have rights to make a complaint to fair-trading or consumer law bodies in relation to applicable consumer laws, including the non-excludable portions of the relevant Consumer Law legislation.

Except as otherwise set forth in these Terms, these Terms shall be exclusively governed by and construed in accordance with the laws of India, excluding its Rules on conflicts of laws. The Vienna Convention on the International Sale of Goods of 1980 (CISG) shall not apply. In the event of a Dispute, either party may file an action in the courts of India or pursue final and binding arbitration or other alternative dispute resolution as agreed upon by the parties. If either party elects to pursue final and binding arbitration, the venue of the arbitration shall be Mumbai, India.

Any proceedings, including documents and briefs submitted by the parties. Correspondence from a mediator, and correspondence, order and awards issued by an arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation set out in these Terms.