**Rental Buddy**

***Find Your BEST ROOM ….In Your***

***LOWEST BUDGET***

***Partner Policies***

*Terms & Conditions*

* **A. USE OF OYOLIFE PLATFORM & INTELLECTUAL PROPERTY**

During the Term of the Agreement and subject to the terms and conditions herein:

**1) Acceptance of Terms for Usage of RENTAL BUDDY Platforms:**

*a) By accessing or using RENTAL BUDDY Platforms in any manner, including, but not limited to, visiting or browsing or registering on RENTAL BUDDY, the Partner agrees that it has read, understood and agreed to be legally bound by the terms and conditions of the Agreement and those set forth below. If RENTAL BUDDY do not agree to be bound by these Terms of Use, please do not access or use the RENTAL BUDDY Platform. The terms and conditions may be modified, changed or altered by RENTAL BUDDY at any time without prior notice. By agreeing to these terms and conditions, the Partner hereby accept that it shall be responsible for periodically checking the changes and/or updates herein. It is agreed that the Partner’s continued access to the Rental Buddy Platform after such changes are made, shall conclusively demonstrate the due acceptance of them.*

**2) Permitted License:**

*RENTAL BUDDY grants to the Partner a revocable, non-assignable, non-transferable, limited permission to: (i) utilize the know-how; and (ii) be listed on RENTAL BUDDY Platform or any other online website/mobile application, as may be expressly permitted by RENTAL BUDDY in writing and market or promote bookings at the Partner’s Property by associating with the trademark “RENTAL BUDDY”.*

**3) Listing by the Partner:**

*The Partner undertakes that it will accurately and correctly list 100% of its total beds inventory and actual status on the RENTAL BUDDY Platform.*

**4) Listing by OYOLIFE:**

*The Partner acknowledges that in order to facilitate the completion of RENTAL BUDDY’s obligations under this Agreement and other similar agreements, RENTAL BUDDY has the right to list all Partners within the network of RENTAL BUDDY as “RENTAL BUDDY” on the RENTAL BUDDY Platform; this is irrespective of the fact that the Partner provides its services to customers (whether attracted through RENTAL BUDDY Platform or in any other manner) independently, under its own brand name. However, each Partner shall be solely responsible for providing the accommodation services to its customers.*

**5) Transformation Audit Report:**

*RENTAL BUDDY may advise the Partner in modifying the Property to meet RENTAL BUDDY standards and agree on alterations or modification that may be required at the Property through a mutually agreed “Transformation Audit Report”. The Partner shall ensure that the Property is maintained and operated as per the standards set out in the Transformation Audit Report and/or the operating, brand and RENTAL BUDDY’s standards as may be amended from time to time and informed to the Partner. RENTAL BUDDY shall have the right to amend these standards unilaterally and shall keep the Partner notified of any alterations and/or improvements in or to the operating, brand or RENTAL BUDDY standards.*

**6) Maintenance of RENTAL BUDDY Standards:**

*The operating, brand and RENTAL BUDDY standards which exist as on date have been provided to the Partner and the Partner undertakes to make all such modifications/ alterations at its own cost and expenses.*

**7) Know-How, Brand and Operating Standards:**

*RENTAL BUDDY may assist the Partner by providing the knowhow which shall at all times remain the property of RENTAL BUDDY. It may also train the Partner’s staff in the operation of the Property as per the RENTAL BUDDY’s standards. Partner shall keep itself aware and up to date of any alterations and/or improvements in or to the brand or operating or standards. All operating costs, including the cost of employees, manpower, consumables, utilities rents, taxes etc. shall be the sole responsibility of the Partner.*

**8) Performance by Partner:**

*The Partner acknowledges that it may be entitled to incentives or may be subject to penalties based on its performance ranked and measured in accordance with the RENTAL BUDDY’s scoring mechanism mutually agreed between the parties. The Partner agrees that the ranking and performance rating shall be as per the sole opinion of OYOLIFE and the same shall not be subject to dispute by the Partner. RENTAL BUDDY shall have the sole discretion to change the terms of the said policy from time to time.*

**9) Title of The Property:**

*The Partner shall, at all times maintain full ownership of the Property and the Business now or hereafter conducted therein or there from (or, if Partner’s right and interest in the Property is derived through a lease, concession or other agreement, the Partnershall keep and maintain such lease, concession or other agreement in full force and effect at all times throughout the term of the contract) free and clear of any lien, mortgage, charge or any other encumbrance. RENTAL BUDDY reserves the full right to undertake any modifications to the Property. The Partner shall, at its own cost and expense, pay and discharge when due any property rents (including lease rents) and other rental payments, concession charges and any other charges payable in respect of the Property and undertake and prosecute all actions including appropriate actions, judicial or otherwise, required to assure quiet and peaceful possession and management of operations of the hotel during the term of the contract.*

**10) Confidentiality:**

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

**11) Termination Rights by RENTAL BUDDY:**

*Notwithstanding anything contained in the Agreements or otherwise, RENTAL BUDDY shall be entitled to terminate the Agreement anytime (including within the lock-in period of the Agreement, if any) in the event that: (a) there is a breach of the Agreement by the Partner or or there has been a misrepresentation by Partner and Partner fails to remedy the said breach within a period of 30 (thirty) days from the date on which it is notified of the said breach; or (b) the Partner files for bankruptcy or becomes or is declared insolvent or has a receiver or manager appointed over all or substantially all of its assets; or (c) a proposal of land acquisition in respect of any material part of or all of the Property being effected by any governmental body; or (d) there being a dispute or threat of a dispute concerning title of the Property; or (e) if any agreement vesting possession of the Property on the Partner terminates; or (g) if any act or omission of the Partner causes disruption in the operation of/customer experience in the Property.*

**12) Anti-Bribery:**

*The Partner shall comply with all applicable anti-bribery laws and regulations, including, without limitation, the Prevention of Corruption Act, 1988 and any other amendments thereof, the U.S. Foreign Corrupt Practices Act of 1977, as amended, or the U.K. Bribery Act of 2010, as amended and shall not cause RENTAL BUDDY to be in breach of any of the anti-bribery laws and regulations in the countries where RENTAL BUDDY operates. Without limiting the generality of the foregoing, in performing its obligations under the Agreement, neither the Owner nor any of its officers, directors, 3 employees, agents or other representatives will pay, offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any official or employee of any governmental authority or instrumentality, or of a public international organization, or of any agency or subdivision thereof, or to any political party or official thereof or to any candidate for political office, or to any other company, person or entity, corruptly for the purpose of (a) influencing any act or decision of that person in his/her official capacity, including a decision to fail to perform his/her official functions with such governmental agency or instrumentality or such public international organization, or such political party, or any other company, person or entity, or to perform such functions improperly; (b) inducing such person to use his/her influence with such governmental agency or instrumentality or such public international organization or such political party, or any other company, person or entity to affect or influence any act or decision thereof; or (c) securing any improper advantage. Further, it shall comply with any and all anti-money laundering*

**13) Anti-Boycott:**

*Neither party shall not indulge or take part in any arrangement, agreement or support with any local, national or international boycott of the other party or violate anti-boycott laws or regulations under applicable laws, including but not limiting to boycotting the business of either party’s business and/or its affiliated parties’ businesses.*

**14) Exclusivity:**

*The Partner shall not during the Term of its Agreement with RENTAL BUDDY, enter into any agreement directly or indirectly to engage with competitors of RENTAL BUDDY, other online aggregators in any manner for or in relation to selling/ marketing/promoting beds at the Property. Provided, however that the Partner may continue to sell/promote beds either directly or through any other business partner, service provider (other than specifically named above) for marketing or booking services through online or offline channel with prior written consent of RENTAL BUDDY. Notwithstanding anything stated herein, if the Partner defaults/breaches its obligation under this clause then the Partner shall be deemed to have breached a material obligation and shall be liable to pay liquidated damages as may be determined by RENTAL BUDDY. Further, OYO shall reserves the right to terminate the Agreement.*

**15) Right to Inspect:**

*To ensure consistent RENTAL BUDDY’s standards and quality of the Property, RENTAL BUDDY reserves the right to undertake periodic audits/ surprise checks to ensure that the Partner is adhering to the standards of RENTAL BUDDY from time to time. RENTAL BUDDY shall have a right to conduct such audit without prior notice and through mystery customers. The Partner shall not object to such audits and challenge the findings based on the fact that no prior notice was given for such audit. RENTAL BUDDY shall have a right to review the Guest records of the Partner. The Partner shall co-operate during such audit and provide necessary and correct information.*

**16) Assignment:**

*The Partner shall not assign this Agreement to any third party without RENTAL BUDDY’s prior written consent. In the event there is a change in the control or management of the Partner, the Partner shall inform RENTAL BUDDY in writing and RENTAL BUDDY shall be entitled to terminate the Agreement with immediate notice in such case. In case of sale of business or transfer of ownership, the Partner shall ensure that the intended purchaser of the business agrees to adhere to the terms of this Agreement. RENTAL BUDDY shall not be under any obligation to abide by this Agreement, unless the Agreement is novated. If the Partner intends to change the ownership structure of his trading style to a partnership or to a limited company or in any other manner it is agreed that any such intended change shall be deemed to be an assignment of this Agreement. RENTAL BUDDY shall be entitled to assign the benefit of this Agreement to any other party at any time and shall inform the Partner thereof within a reasonable time thereafter.*

**17) Representations and Warranties:**

*The Partner represents and warrants that it has full legal right, power and authority to carry on its business and to enter into this Agreement and perform all its obligations, terms and conditions hereunder and neither the execution nor delivery of this Agreement, 4 nor fulfilment nor compliance with the terms and provision hereof, will conflict with, or result in a breach of terms, conditions or provisions of, or constitute a default under, or result in any violation of its charter document or bye law, if any, or any agreement, restriction, instrument, order , judgement, decree, statute, law, rule or regulation to which it is subjected or require any consent, approval or other action by any court, tribunal, administrative or governmental body. The Partner additionally represents that it is operating its business in compliance with all the applicable laws, regulations and statutes and it has the requisite licenses in place (including lift operating, fire department clearance, tourism, local municipality approvals and licenses etc.) to operate the business.*

**18) Indemnity:**

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

**19) Limitation of Liability:**

*Neither Party shall be liable to the other for any indirect, incidental, punitive, special or consequential damages or losses (including without limitation loss of profit or revenue etc.) whether under contract or in tort and even if the other party had been advised of the possibility of such damage or loss. The provisions of this clause shall continue to apply notwithstanding the termination or expiry of this Agreement for any reason whatsoever*.

**20) Non-Waiver:**

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

**21) Severability:**

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

**22) Governing Law and Jurisdiction:**

*This terms and conditions and the Agreement shall be governed by the laws of India. Any and all dispute arising out or in connection the terms of this Agreement shall be finally settled solely through arbitration by a single arbitrator to be mutually appointed by the parties. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in New Delhi. The decision by the arbitrator shall be final and binding upon both parties. The courts in New Delhi shall have exclusive jurisdiction to settle any disputes between the Parties under this Agreement.*