

YUwash Laundrettes Pvt. Ltd.

Right Of Use Agreement

This Mobile Application Terms and Conditions of Use and End User License Agreement is a binding agreement between you (End User or you) and YUwash Laundrettes Pvt. Ltd. This Agreement governs your use of the Laundry service mobile software application (including all related documentation, the Application or the App). BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS OF SERVICE, AND YUwash Laundrettes Pvt. Ltd. POLICY

By selecting the checkbox button you

- a. acknowledge that you have read and understood this agreement;
- b. represent that you are of sound mental state to enter into a binding agreement; and
- c. accept this agreement and agree that you are legally bound by its terms.

If you do not agree to these terms, do not download/install/use the application and delete it from your mobile device and incase of application already downloaded and installed, please uninstall and delete any form of data relevant to Yuwash Laundrettes App.

ARTICLE 1. DEFINITIONS –

User: a natural person or corporate body, who concludes with YUwash Laundrettes the Agreement under consideration for the supply of services. - YUwash Laundrettes sites/services: various software programs and websites. The content of the YUwash Laundrettes sites/services is subject to Copyright © 2016 YUwash Laundrettes All rights reserved. - Agreement: the agreement to supply the YUwash Laundrettes sites/services by YUwash Laundrettes to the User. The disclaimer forms part of this Agreement. - Registration Form: the form with which the User registers for the use of YUwash Laundrettes. - Brands: YUwash Laundrettes Pvt Ltd. All rights that are not explicitly mentioned in this Agreement are reserved.

ARTICLE 2. GENERAL PROVISIONS

2.1. The User has taken cognizance of the content of this Agreement and the content of the Registration Form and by selecting the checkbox or by accepting the terms & conditions of the Registration Form accepts the applicability of all provisions included in the Registration Form and this Agreement. The YUwash Laundrettes services are only offered if the content of this Agreement is accepted unconditionally, unchanged and in its entirety. 2.2. The Agreement under consideration applies to all agreements for the supply of the YUwash Laundrettes services by YUwash Laundrettes, as well as to all (legal) acts that reasonably precede it. The Agreement replaces all previous or simultaneous communications and proposals between the User and YUwash Laundrettes. 2.3. The User can make use of offsite services that are offered by YUwash Laundrettes from time to time. The Agreement under consideration also applies to these offsite services. In case the provisions, conditions and notifications included in this Agreement are found to be inconsistent with conditions or other provisions and directives, the latter shall prevail. 2.4. In case of inconsistency between verbal statements from YUwash Laundrettes and written statements from YUwash Laundrettes, the written statements shall prevail. 2.5. The Agreement is subject to the law of Chandigarh (India).

ARTICLE 3. ESTABLISHMENT OF THE AGREEMENT

1. 3.1 The Agreement is established by selecting the checkbox as initiation by the User of the related Right of Use Agreement attached to this form. By clicking in the acceptance box, the User unconditionally agrees to the most current Right of Use Agreement and all its provisions. 3.2. In order to access and use the features of the Service, you acknowledge and agree

that you will have to provide YUwash Laundrettes Pvt. Ltd. with your mobile phone number, fullname, email address and gender. You expressly acknowledge and agree that in order to provide the Service, YUwash Laundrettes Pvt. Ltd. may find/track your location to use the Laundry Service when user wants to avail Laundry service at available store locations. 3.3. When providing your mobile phone number, you must provide accurate and complete information. You hereby give your express consent to YUwash Laundrettes Pvt. Ltd. to access your Location in order to provide and use the Service. We do collect names, addresses or email addresses, mobile phone numbers. 3.4. You must notify YUwash Laundrettes Pvt. Ltd. immediately of any breach of security or unauthorized use of your mobile phone. Although YUwash Laundrettes Pvt. Ltd. will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YUwash Laundrettes Pvt. Ltd. or others due to such unauthorized use. 3.5. The design of the YUwash Laundrettes Pvt. Ltd. along with YUwash Laundrettes Pvt. Ltd. created text, scripts, graphics, interactive features (as defined below), and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to YUwash Laundrettes Pvt. Ltd., subject to copyright and other intellectual property rights under Indian Government Laws. 3.6. YUwash Laundrettes is entitled to implement changes as regards content in the Agreement, if changed circumstances make this necessary and may intimate the same to the User at various instances. If the User does not agree to the proposed change, the User has the possibility to cancel the Agreement by uninstalling the application from his/her device. 3.7. YUwash Laundrettes is entitled to carry out a credit check or have such a check carried out, on the basis of which YUwash Laundrettes shall decide whether or not the User is creditworthy. If in the opinion of YUwash Laundrettes the User is insufficiently creditworthy, of which YUwash Laundrettes shall on request state its reason(s) to the User, YUwash Laundrettes can impose limitations and/or further obligations on the use, or at YUwash Laundrettes's election not enter into the Agreement or terminate the Agreement by deactivating the user id from its end. In the latter case the User is liable for the costs of the use of the YUwash Laundrettes services up to the moment of termination / uninstallation of the application.

ARTICLE 4. ADDRESS, CHANGE OF ADDRESS OR CHANGE OF NAME

4.1. 14 days before a change of address takes effect, the User must inform YUwash Laundrettes in writing about this address change. The User is liable for any consequences of the fact that a change of address / name has not been communicated in time.

ARTICLE 5. AVAILABLE SOFTWARE AND CONTENT OF THE YUWASH LAUNDRETtes SITES / SERVICES

5.1. The software that YUwash Laundrettes makes available to the User is and remains the property of YUwash Laundrettes. The software is the copyright-protected work of YUwash Laundrettes. At all times, YUwash Laundrettes has the right to replace or change the software and the YUwash Laundrettes sites/services. 5.2. The software and account that YUwash Laundrettes makes available to the User is revocable, non-transferrable and personal. The User must take all possible precautions to prevent use and examination by unauthorised persons. The User is responsible for maintaining the confidentiality of his or her password and account and the activities that take place via the account. 5.3. It is not allowed to change, copy, distribute, send, multiply or license the information, software or products or services that are available on the YUwash Laundrettes sites/services or to manipulate these matters or the information on the YUwash Laundrettes sites/services in any other way. The same applies to the technical information, software and protections of the equipment with which the User accesses the YUwash Laundrettes sites/services. 5.4. Copying or multiplying of the software to another server or another location by the User for further multiplying or redistribution is expressly forbidden. If the User suspects or notices this, he or she must report this immediately to YUwash Laundrettes, failing which the User shall be liable for any damage that may ensue. **5.5. Without prejudice to the above, further supplementary conditions apply to Users of the Secure ID. Access to YUwash Laundrettes machines is only possible via self generated passcode after making prior payments online.**

ARTICLE 6. RATES

6.1. The subscription / usage fees that the User owes to YUwash Laundrettes, as well as any other amounts are determined by YUwash Laundrettes on the basis of WASH PRICE LIST from the date that the YUwash Laundrettes sites/services are first used. The accounting system of YUwash Laundrettes shall be binding for determining the amounts owed, unless it can be demonstrated that these data are incorrect. 6.2. After the expiration of the schedule of wash, YUwash Laundrettes is entitled to effect a price change as per usage / hours of usage by the User. For determining price changes, YUwash Laundrettes considers all factors including use of detergent, hours of washing, hours of drying, power consumption, etc. This price change is only established after consultation with the Platform YUwash Laundrettes Management. 6.3. If the User cannot agree to this proposed price change, the User has the possibility to cancel the Agreement by deactivating the user id or un-installing the application .

ARTICLE 7. PAYMENT

7.1. YUwash Laundrette machines works on pre-paid service online payment system followed by generation of a unique passcode which can be generated by the User itself. YUwash Laundrettes has the right to invoice in advance usage fees and other amounts that the User owes on account of this Agreement. 7.2. YUwash Laundrettes shall periodically invoice all amounts owed by the User to the email id given by the User at the time of usage of services. In case of special circumstances - including unusual excessive use and suspected improper use - YUwash Laundrettes is entitled to send interim intimations via online generated invoices. The User is obliged to pay the invoice within 1 (one) day after the invoice date and in the way as agreed to continue using services of YUwash Laundrettes. 7.3. Complaints with respect to the invoice/charges must be lodged with YUwash Laundrettes before the term of payment expires. If the User cannot in reasonableness react within this term, YUwash Laundrettes can extend this term. The mere lodging of a complaint does not suspend the User's obligation to pay. YUwash Laundrettes only considers written requests for termination of user id and then only for the part of the invoice that is contested with motives. 7.4. If the User regularly lodges wrongful complaints about the invoice, YUwash Laundrettes can invoice service charges of at least Rs.500.--. 7.5. From the moment that the term of payment has expired or there is no credit of balance in the User's account, YUwash Laundrettes also has the right to put the YUwash Laundrettes sites/services for the client out of use until or unless the account is credited with sufficient amount required to use the services.

ARTICLE 8. USE OF THE SERVICE

8.1 If YUwash Laundrettes sites/services require the User to open an account, the User must complete the registration process by providing current, complete and accurate data like those that are required on the applicable Registration Form. At the first use, YUwash Laundrettes shall provide the User with a password and user name. 8.2. The User is not allowed to use the YUwash Laundrettes sites/services in a way that may cause damage, interference, overloading or adverse effects. If YUwash Laundrettes establishes that the use by the User disturbs the good functioning of the YUwash Laundrettes sites/services, YUwash Laundrettes is entitled to put the YUwash Laundrettes sites/services for the User immediately out of use. 8.3. Without permission from YUwash Laundrettes the User is not allowed to try and gain access to YUwash Laundrettes sites/services by means of hacking, falsifying passwords or other methods. The User is not allowed to obtain or to try to obtain materials or information via the YUwash Laundrettes sites/services if the materials or information concerned have not been provided or made available for that purpose. 8.4. YUwash Laundrettes can change the provisions, conditions and notifications under which the YUwash Laundrettes sites/services are offered. 8.5. YUwash Laundrettes can put the YUwash Laundrettes sites/services wholly or partly out of use for the purpose of maintenance. YUwash Laundrettes shall make this putting out use known beforehand and in a timely manner, unless it concerns short or limited interruptions. 8.6. YUwash Laundrettes shall investigate any

malfunction as soon as possible. YUwash Laundrettes shall make efforts to solve malfunctions as soon as possible.

ARTICLE 9. USE AND CONFIDENTIALITY OF DATA MADE AVAILABLE BY THE USER

9.1. The data made available by the User remain at all times the property of the User. YUwash Laundrettes is only entitled to process these data for the purpose for which the User has made these data available to YUwash Laundrettes, as well as for the purpose of updating the central database of YUwash Laundrettes. YUwash Laundrettes is obliged to return the data of the User immediately to the User if the User requests this. 9.2. YUwash Laundrettes shall process the personal details and personal information gathered by YUwash Laundrettes in conformity with the law and in a proper and careful way. Personal details are kept no longer than necessary for the realisation of the purposes mentioned hereafter. 9.3. YUwash Laundrettes reserves the right to use the personal details and personal information among other things for the following activities: a. to assess the application to be allowed the use of the YUwash Laundrettes sites/services. b. to conclude and execute the Agreement that is the result of the use of the YUwash Laundrettes sites/services and to supervise the fulfilment of the Agreement. c. to analyse the use of the YUwash Laundrettes sites/services. d. to expand the turnover and client base through an active approach of the own users with offers for products and services. e. to fulfil the legal obligations, including the fulfilment of legal requirements or co-operation in lawsuits. YUwash Laundrettes Right of Use Agreement Right of use agreement VL4 YUwash Laundrettes, version December 2002, page 3 of 4 f. to protect and defend the rights or the ownership of YUwash Laundrettes or its affiliated companies and to act to protect the interests of members or others.

ARTICLE 10. DURATION OF THE AGREEMENT AND CANCELLATION BY THE USER

10.1. The Agreement is entered into for a contract period till last date/day of usage of services starting at the date of the acceptance of terms & conditions of the Registration Form & user agreement. 10.2. The User can cancel the Agreement by stop using the services and uninstalling the application from his/her cell phone or device. 10.3. On termination of the Agreement, deactivation of services by uninstalling the application/software by the User, all claims of the User against YUwash Laundrettes become null and void. 10.4. On termination of the Agreement by the User, YUwash Laundrettes is obliged to immediately destroy all data made available by the User within a period of one month for security reasons. 10.5 Every time User installs & uninstalls the YUwash Laundrettes applicaton on his/her device or cellphone, he /she will be entering into the fresh user end agreement with all fresh online cash transactions required to use the services.

ARTICLE 11. PUTTING OUT OF USE, CANCELLATION AND TERMINATION OF SERVICES BY YUWASH LAUNDRETTES

11.1. YUwash Laundrettes can, without notice of default, put the YUwash Laundrettes sites/services offered to the User wholly or partly out of use, among other things: a. if the User does not fulfil his or her obligations on account of the Agreement or does not observe the demands that can be made on a reasonable use; b. if the User at the time of or after the conclusion of the Agreement has provided YUwash Laundrettes with false or incomplete information; 11.2. Putting out of use takes place without the User being entitled to claim any compensation. The putting out of use can end when YUwash Laundrettes finds that the User has fulfilled his/her obligations after all. The costs for the putting out of use as well as for the putting back into use are for the account of the User. The putting out of use of the YUwash Laundrettes sites/services does not relieve the User of his/her obligations on account of the Agreement. 11.3. If technical or economic reasons make this necessary, YUwash Laundrettes is entitled to terminate the YUwash Laundrettes sites/services with due regard. 11.4. If YUwash Laundrettes sells its company in whole or in part, or if there is a change in the management of the company, YUwash Laundrettes must ensure that the buyer, respectively the new manager(s) do not have access to the data of YUwash Laundrettes for a period of one month. During this period of one month YUwash Laundrettes, in the status of before the sale, is obliged to continue the usual activities for the benefit of the Users. Immediately after the sale or the change in the management of the company, YUwash

Laundrettes must inform the Users registered about this sale/management change and during this period of one month the Users have the possibility to cancel the Agreement by exhausting all the credit amount and uninstalling the application from their devices.

ARTICLE 12. TRANSFER OF AGREEMENT

12.1. The User cannot transfer his/her rights and obligations that ensue from the Agreement to third parties in any situation / under any circumstances whatsoever.

ARTICLE 13. LIABILITY

13.1. The User is liable for all damage that YUwash Laundrettes may suffer as a result of acting or refraining from acting contrary to the provisions of the Agreement. 13.2. YUwash Laundrettes shall perform its activities to the best of its abilities and exercise the due caution that may be expected of it. Thus YUwash Laundrettes shall in any case be liable for safeguarding the data and for the calculations in conformity with the calculation method of YUwash Laundrettes. 13.3. If YUwash Laundrettes fails in its duties to observe the Agreement because the User has supplied YUwash Laundrettes with incorrect or incomplete information, YUwash Laundrettes shall not be liable. If the User can demonstrate that he or she has suffered damage as a result of an error on the part of YUwash Laundrettes that could have been avoided if YUwash Laundrettes had acted carefully, YUwash Laundrettes shall only be liable for that damage to a maximum of three times the amount of the fee for the assignment for one unit over the last calendar year, unless there has been intent or comparable gross negligence on the part of YUwash Laundrettes. 13.4. YUwash Laundrettes is not liable for any damage as a result of the fact that third parties with or without the knowledge of the User make use of the User's password or account, unless the culpability demonstrably lies with YUwash Laundrettes. 13.5. As soon as possible, but at the latest within 2 days after the damage that has been caused has been discovered, the User must inform YUwash Laundrettes about the damage in writing. Damage that has not been brought to the attention of YUwash Laundrettes within that term, shall not be compensated. 13.6. YUwash Laundrettes is liable to pay damages pertaining to a specific failed wash after a detailed investigation of cause / reason of damage is done

ARTICLE 14. LIABILITY OF YUWASH LAUNDRETTES WITH RESPECT TO LINKED SITES

14.1. The YUwash Laundrettes sites/services may contain links to websites of third parties or "linked sites". YUwash Laundrettes has no control over such linked sites and is not responsible for the content of any linked site, including but not limited to any links that are present on a linked site, or changes or updates of a linked site. 14.2. YUwash Laundrettes is not responsible for webcasting or other types of broadcasting from a linked site. Nor is YUwash Laundrettes responsible for the fact that a linked site is not functioning properly. 14.3. YUwash Laundrettes only supplies these links for the convenience of the User. The fact that YUwash Laundrettes includes these links does not in any way imply that YUwash Laundrettes approves of the site concerned or has any connection with its operators. 14.4. Users are themselves responsible for reading and checking the disclaimer and the terms of use that are listed on the linked site. All transactions with third parties (including advertisers) within the YUwash Laundrettes sites/services or participations in promotional activities, including delivery and payment for goods and services and other provisions, conditions, guarantees or promises that are connected with these transactions or promotional activities, only relate to the User and the advertiser or a third party. YUwash Laundrettes is not responsible or liable for any part of these transactions or promotional activities. YUwash Laundrettes Right of Use Agreement Right of use agreement VL4 YUwash Laundrettes, version December 2002, page 4 of 4

ARTICLE 15. COMPLAINTS, DISPUTES, APPLICABLE LAW

15.1. Disputes between the User and YUwash Laundrettes about the establishment or the execution of the Agreement with respect to YUwash Laundrettes sites/services supplied or to be supplied by YUwash

Laundrettes, are in the first instance mutually solved by YUwash Laundrettes customer care and the User. If YUwash Laundrettes customer care and the User do not solve the dispute, the dispute can be submitted to the higher authorities of YUwash Laundrettes for review. 15.2. The YUwash Laundrettes higher authorities only considers disputes if the User has first submitted his/her complaint to YUwash Laundrettes customer care in writing via email & feedback/grievance form. YUwash Laundrettes shall react to this as regards content in writing within 30 days after receipt of the complaint, unless this is not reasonably possible. In that case the User is notified in writing within that term when at the latest he/she shall be informed about the reaction as regards content. 15.3. Within 30 days after the receipt of the reaction as regards content from YUwash Laundrettes, or within 30 days after the expiration of the date on which according to the provisions of the second section a reaction should have been given, the User must bring the dispute before the YUwash Laundrettes Management. 15.4. The consideration of a dispute requires all the facts & communications to be brought in the knowledge of YUwash Laundrettes Management. After the decision by the YUwash Laundrettes Management the parties are free to then bring the dispute before the consumer court at Chandigarh, India. 15.5. If for any reason whatsoever it is found that any part of this Agreement is invalid or not enforceable in accordance with applicable law, the invalid or non-enforceable provision shall be deemed to have been replaced by a valid enforceable provision, the intention of which is as close as possible to the original provision, and the remaining part of the Agreement shall remain in force

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