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This document is published in accordance with the provisions of Section 3(1) of Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage through the domain and sub-domains of Hystay Living located at www.hystay.com (referred to herein as the "Platform").

The Platform is owned by Rohit Yadav (under the brand name "Hystay Living") Hystay Living operates, controls and manages the Services (as defined below) provided by it from its location C22 Badli, Delhi (hereinafter referred to as "Hystay").

This Terms of Use Agreement was last updated on May 26, 2022.

This Terms of Use Agreement is effective as of June 01, 2022

Definitions:

- **"Data"** means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalised manner, and are intended to be processed, are being processed or have been processed in a computer system or computer network, and maybe in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer;
- **"Information"** includes data, message, text, images, sound, voice, codes, computer programmes, software and databases or microfilm or computer-generated microfiche.
- **"Password"** means a secret word or phrase or code or passphrase or secret key, or encryption or decryption key that one uses to gain admittance or access to information.
- **"Personal information"** means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person.

- **“Services”** shall mean residence, accommodation including but not limited to housekeeping services, food services and other services while staying at Hystay.
- **“Sensitive personal data or information”** Sensitive personal data or information of a person means such personal information which consists of information relating to;
 - password
 - financial information such as Bank account or credit card or debit card or other payment instrument details
 - physical, physiological and mental health condition
 - sexual orientation
 - medical records and history
 - Biometric information

A. ACCEPTANCE OF TERMS

PLEASE READ THE TERMS OF USE THOROUGHLY AND CAREFULLY.

All references to "you" or "your" or "user" as applicable, mean the person that accesses, uses, and/or participates in the Platform in any manner. "you" or "your" or "user" would include the parent and/or guardian of such minor and the parent and/or guardian. In the event any person who accesses, uses and/or participates in the Platform is a minor (i.e. less than 18 years of age) then such individual shall be obligated to cause and procure the minor to adhere to the obligations as set out hereunder.

The terms and conditions set forth below ("Terms of Use") and the Privacy Policy (as defined below) constitute a legally binding agreement between Hystay and you. These Terms of Use contain provisions that define your limits, legal rights and obligations with respect to your use of and participation in the Hystay Living Platform, including the classified advertisements, forums, various email functions and Internet links, and all content and Hystay Living services available through Platform.

Currently, the services pertain to five broad sections, which are (i) Feedback, (ii) Check-Ins, (iii) Complaint Management, (iv) Hystay Social and (v) Hystay Mates (such services, collectively, the "Services"). Hystay reserves the right to add or remove any services at any time on such terms as it deems fit. The

Terms of Use described below incorporate the Privacy Policy and apply to all users of the Platform.

You acknowledge that the Platform serves as a venue for the online distribution and publication of user-submitted information between various users, and, by using, visiting, registering for, and/or otherwise participating in this Platform, including the Services presented, promoted, and displayed on the Platform, and by clicking on "I have read and agree to the terms of use", you hereby certify that: (1) you are duly registered with Hystay, (2) you have the authority to enter into these Terms of Use, (3) you agree to be bound by all terms and conditions of these Terms of Use and any other documents incorporated by reference herein. If you do not so agree to the foregoing, you should not click to affirm your acceptance thereof, in which case you are prohibited from accessing or using the Platform. If you do not agree to any of the provisions set forth in the Terms of Use, kindly discontinue viewing or participating in this Platform immediately.

YOU SPECIFICALLY AGREE THAT BY USING THE PLATFORM, YOU ARE EITHER (i) AT LEAST 18 YEARS OF AGE AND OF SOUND MIND AND YOU ARE COMPETENT UNDER LAW TO ENTER INTO A LEGALLY BINDING AND ENFORCEABLE CONTRACT OR (ii) ARE THE PARENT AND/OR GUARDIAN OF THE MINOR USING THE PLATFORM, AND YOU ARE COMPETENT UNDER LAW TO ENTER INTO A LEGALLY BINDING AND ENFORCEABLE CONTRACT ON BEHALF OF THE MINOR AND THE SAID MINOR SHALL BE BOUND BY THE SAME.

1. Modifications to Terms of Use and /or Privacy Policy

Hystay reserves the right, in its sole discretion, to change, modify, or otherwise amend the Terms of Use, and any other documents incorporated by reference herein for complying with legal and regulatory framework and for other legitimate business purposes, at any time, without notice and Hystay will post the amended Terms of Use at the domain of <http://Hystayliving.com/blog/terms-and-conditions> . 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 Platform following any amendment of the Terms of Use will signify your assent to and acceptance of any revised Terms of Use. If you do not agree to be abide by these or any future Terms of Use, please do not use or access the Platform.

2. Privacy Policy

Hystay has established a Privacy Policy that explains to users how their information is collected and used. The Privacy Policy is referenced above and hereby incorporated into the Terms of Use set forth herein. Your use of this Platform is governed by the Privacy Policy, you may refer to the Privacy Policy for any grievances related to the collection, storage and use of any Sensitive Personal Data.

B. MEMBERSHIP AND ACCESSIBILITY

1. License to Access

Hystay hereby grants you a non-exclusive, revocable license to use the Platform as set forth in the Terms of Use; provided, however, that (i) you will not copy, distribute, or make derivative works of the Platform in any medium without Hystay's prior written consent; (ii) you will not alter or modify any part of the Platform other than as may be reasonably necessary to use the Platform for its intended purposes or if so requested by Hystay; and (iii) you will otherwise act in accordance with the terms and conditions of the Terms of Use and in accordance with all applicable laws in India.

2. Membership Eligibility Criteria

You represent, acknowledge and agree that you are either (i) at least 18 years of age or (ii) you as a parent/guardian agree to be bound as well as agree that your son/ward shall be bound and you shall cause your son/ward to be bound by the present Terms of Use, and that: (a) all registration information that you submit is truthful and accurate, (b) you will maintain the accuracy of such information, and (c) your use of the Platform and Services offered through this Platform do not violate any applicable law or regulation. You hereby expressly acknowledge and agree that you yourself and not Hystay will be liable for your losses, damages etc. (whether direct or indirect) caused by unauthorized use of your Account. Notwithstanding the foregoing, you may be liable for the losses of Hystay or others due to such unauthorized use. An Account holder is herein referred to as a "Registered User." You acknowledge and agree that you shall comply with the following policies (the "Account Policies"):

- You will not copy or distribute any part of the Platform in any medium without Hystay's prior written authorization.
- You shall not use any automated system, including but not limited to, "robots," "spiders," "offline readers," "scrapers," etc., to access the Platform for any purpose without Hystay's prior written approval.
- You shall not in any manual or automated manner collect users' information, including but not limited to, names, addresses, phone numbers, or email addresses, copying copyrighted text, or otherwise misuse or misappropriate Platform information or content, including but not limited to, use on a "mirrored", competitive, or third-party site.
- You shall not in any way transmit multiple request messages to the Hystay servers, or any server of a Hystay subsidiary or affiliate, in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser; provided, however, that the operators of

public search engines may use spiders or robots to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such material. Hystay reserves the right to revoke these exceptions either generally or in specific cases.

- You shall not take any action that (i) unreasonably encumbers or, in Hystay's sole discretion, may unreasonably encumber the Platform's infrastructure; (ii) interferes or attempts to interfere with the proper working of the Platform's or any third-party participation in the Platform; or (iii) bypasses Hystay's measures that are used to prevent or restrict access to the Platform.
- You agree not to collect or harvest any personally identifiable data, including without limitation, names or other Account information, from the Platform, nor to use the communication systems provided by the Platform for any commercial solicitation purposes.

3. Additional Policies

Your access to, use of, and participation in the Platform are subject to the Terms of Use and all applicable Hystay's regulations, guidelines and additional policies that Hystay may set forth from time to time, including without limitation, a copyright policy and any other restrictions or limitations that Hystay publishes on the Platform (the "Additional Policies"). You hereby agree to comply with the Additional Policies and your obligations thereunder at all times. You hereby acknowledge and agree that if you fail to adhere to any of the terms and conditions of this Agreement or documents referenced herein, including the Account Policies, membership eligibility criteria or Additional Policies, Hystay, in its sole discretion, may terminate your Account at any time without prior notice to you as well as claim damage or initiate appropriate legal proceedings, if necessary.

C. MEMBER CONDUCT

1. Prohibitions on Submitted Content

You shall not upload, post, transmit, transfer, disseminate, distribute, or facilitate distribution of any content, including text, images, video, sound, data, information, or software, to any part of the Platform, including your profile ("Profile") or the posting of any opinions or reviews in connection with the Platform or the Services ("Feedback") (all of the foregoing content is sometimes collectively referred to herein as "Submitted Content" and the posting of Submitted Content is sometimes referred to as a "Posting" or as "Postings") that:

- misrepresents the source of anything you post, including impersonation of another individual or entity or any false or inaccurate biographical information; provides or creates links to external sites that violate the Terms of Use; is intended to harm or exploit any individual under the age of 18 ("Minor") in any way; is designed to solicit, or collect personally identifiable information of any female or minor, including, but not limited to, name, email address, home address, phone number, or the name of his or her school.
- invades anyone's privacy by attempting to harvest, collect, store, or publish private or personally identifiable information, such as names, email addresses, phone numbers, passwords, account information, credit card numbers, home addresses, or other contact information without their knowledge and willing consent.
- contains falsehoods or misrepresentations that could damage Hystay or any third party;
- is pornographic, harassing, hateful, illegal, obscene, defamatory, libellous, slanderous, threatening, discriminatory, racially, culturally or ethnically offensive; incites, advocates, or expresses pornography, obscenity, vulgarity, profanity, hatred, bigotry, racism, or gratuitous violence; encourages conduct that would be considered a criminal offence, give rise to civil liability or violate any law; promotes racism, hatred or physical harm of any kind against any group or individual; contains nudity, violence or inappropriate subject matter; or is otherwise inappropriate.
- is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner to post the material and to grant Hystay all of the license rights granted herein.
- contains or promotes an illegal or unauthorized copy of another person's copyrighted work, such as pirated computer programs or links to them, information to circumvent manufacture-installed copy-protection devices, pirated music or links to pirated music files, or lyrics, guitar tabs or sheet music, works of art, teaching tools, or any other item the copy, display, use, performance, or distribution of which infringes on another's copyright, intellectual property right, or any other proprietary right.

- is intended to threaten, stalk, defame, defraud, degrade, victimize, or intimidate an individual or group of individuals for any reason on the basis of age, gender, disability, ethnicity, sexual orientation, race, or religion; or to incite or encourage anyone else to do so.
- intends to harm or disrupt another user's computer or would allow others to illegally access software or bypass security on Platforms or servers, including but not limited, to spamming; impersonating, using the identity of, or attempts to impersonate a Hystay employee, agent, manager, host, another user, or any other person through any means.
- advertises or solicits a business not related to or appropriate for the Platform (as determined by Hystay in its sole discretion).
- contains or could be considered "junk mail", "spam", "chain letters", "pyramid schemes", "affiliate marketing", or unsolicited commercial advertisement.
- contains advertising for Ponzi schemes, discount cards, credit counselling, online surveys or online contests.
- distributes or contains viruses or any other technologies that may harm Hystay or the interests or property of Hystay users.
- contains links to commercial services or Platforms, except as allowed pursuant to the Terms of Use; is non-local or irrelevant content.
- contains identical content to other open Postings you have already posted, or uses any form of automated device or computer program that enables the submission of Postings without the express written consent of Hystay.

Discriminatory Postings: Indian laws prohibit any preference, limitation or discrimination based on race, colour, religion, sex, national origin, age, handicap or other protected class. Hystay will not knowingly accept any Posting which is in violation of the law. Hystay has the right, in its sole discretion and without prior notice to you; to immediately remove any posting that discriminates or is in any way in violation of any law.

2. Prohibitions with respect to Services

While using the Platform, you shall not:

- post content or items in any inappropriate category or areas on the Platform.

- violate any laws, third-party rights, Account Policies, or any provision of the Terms of Use, such as the prohibitions described above.
- fail to deliver payment for Services purchased by you.
- circumvent or manipulate the fee structure, the billing process, or fees owed to Hystay; post false, inaccurate, misleading, defamatory, or libellous content (including personal information about any Platform user).
- take any action that may undermine the feedback or rating systems (such as displaying, importing or exporting feedback information off of the Platform or using it for purposes unrelated to the Platform).

3. Feedback

As a participant in the Platform, you agree to use careful, prudent, and good judgment when leaving Feedback.

- **Sanctions for Inappropriate Use of Feedback.** If you violate any of the above-referenced rules in connection with leaving Feedback, Hystay, in its sole discretion, may take any of the following actions: (i) cancel your Feedback or any of your Postings; (ii) limit your Account privileges; (iii) suspend your Account
- **Reporting Inappropriate Use of Feedback.** You may contact Hystay regarding any inappropriate use of Feedback via email at hystayliving@gmail.com.
- **Resolving Disputes in Connection with Feedback.** In the event of any dispute between users of the Platform concerning Feedback, Hystay shall be the final arbitrator of such dispute. Further, **IN THE EVENT OF ANY DISPUTE BETWEEN USERS OF THE PLATFORM CONCERNING FEEDBACK, Hystay HAS THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO REMOVE SUCH FEEDBACK OR TAKE ANY ACTION IT DEEMS REASONABLE WITHOUT INCURRING ANY LIABILITY THEREFROM.**

The foregoing lists of prohibitions provide examples and are not complete or exclusive. Hystay reserves the right to (a) terminate your access to your Account, your ability to post to this Platform (or the Services) and (b) refuse, delete or remove, move or edit the content, in whole or in part, of any Postings; with or without cause

and with or without notice, for any reason or no reason, or for any action that Hystay determines is inappropriate or disruptive to this Platform or to any other user of this Platform and/or Services. Hystay reserves the right to restrict the number of e-mails or other messages that you are allowed to send to other users to a number that Hystay deems appropriate in Hystay's sole discretion. Hystay may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Hystay's discretion, Hystay will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Platform or on the Internet. Hystay does not and cannot review every Posting posted to the Platform. These prohibitions do not require Hystay to monitor, police or remove any Postings or other information submitted by you or any other user.

D. USE OF SUBMITTED CONTENT

1. Consent for Use of Sensitive Personal Information You hereby grant consent to Hystay to collect, store, use or dispose of any sensitive personal information requested or submitted by you at your sole discretion through our platform, so collected for the intended usage as per the terms and conditions agreed herein. Hystay shall not be responsible for the authenticity of such personal information or sensitive personal data or information submitted by you.

2. Confidentiality

The Platform may now or in the future permit the submission of videos or other communications submitted by you and other users, including without limitation, your Profile, any Feedback, and all Submitted Content, and the hosting, sharing, and/or publishing of such Submitted Content. You understand that whether or not such Submitted Content is published, Hystay does not guarantee any confidentiality with respect to any Submitted Content.

You agree that any Submitted Content provided by you for which you authorize to be searchable by Registered Users who have access to the Platform is provided on a non-proprietary and non-confidential basis. You agree that Hystay shall be free to use or disseminate such freely searchable Submitted Content on an unrestricted basis for the purpose of providing the Services.

Hystay may also disclose user information including personal information if Hystay reasonably believes that disclosure (i) is necessary in order to comply with a legal process (such as a court order, search warrant, etc.) or other legal requirement of any governmental authority, (ii) would potentially mitigate Hystay's liability in an actual or potential lawsuit, (iii) is otherwise necessary or appropriate to protect our rights or property, or the rights or property of any person or entity, (iv) to enforce this Agreement (including, but not limited to ensuring payment of fees by users), or (v) as may be required or necessary to deter illegal behaviour (including, but not limited to, fraud).

3. Consent for Communication

By registering on this website or by submitting your details, you disclaim your National Do Not Call Registry (NDNC) and authorize Hystay and its representatives and partners to contact you through call, SMS, E-Mail, WhatsApp or through any

other mode of communication for commercial/transactional/promotional or for any other purposes. If you wish not to be contacted through the foregoing modes for the said purposes, you shall not submit your details herein.

4. Your Representations and Warranties

You shall be solely responsible for your own Submitted Content and the consequences of posting or publishing it. In connection with Submitted Content, you affirm, represent, and/or warrant that: (a) you own or have the necessary licenses, rights, consents, and u to use and authorize Hystay to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all Submitted Content to enable inclusion and use of the Submitted Content in the manner contemplated by the Platform and these Terms of Use; and (b) you have the written consent, release, and/or permission of each and every identifiable individual person in the Submitted Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Submitted Content in the manner contemplated by the Platform and these Terms of Use. You agree to pay for all royalties, fees, and any other monies owing to any person by reason of any Submitted Content posted by you to or through the Platform.

5. Your Ownership Rights and License to Hystay

You retain all of your ownership rights in your Submitted Content. However, by submitting the Submitted Content to Hystay for posting on the Platform, you hereby grant, and you represent and warrant that you have the right to grant, to Hystay a perpetual, worldwide, non-exclusive, royalty-free, sublicense able and transferable license to link to, use, reproduce, distribute, reformat, translate, prepare derivative works of, display, and perform the Submitted Content in connection with the Platform and Hystay's (and its successor's) business operations, including without limitation, for the promotion and redistribution of any part or all of the Platform, and any derivative works thereof, in any media formats and through any media channels. You also hereby grant each user of the Platform a non-exclusive license to access your Submitted Content through the Platform and to use, reproduce, distribute, prepare derivative works of, display and perform such Submitted Content as permitted through the functionality of the Platform and under these Terms of Use. The foregoing license granted by you terminates once you remove or delete the Submitted Content from the Platform.

You acknowledge and understand that the technical processing and transmission of the Platform, including your Submitted Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to the technical requirements of connecting networks or devices.

You may remove your Submitted Content from the Platform at any time. If you choose to remove your Submitted Content, the license granted above will automatically expire.

6. Hystay's Disclaimers and Right to Remove

- Hystay does not endorse any Submitted Content, or any opinion, recommendation, or advice expressed therein, and Hystay expressly disclaims any and all liability in connection with all Submitted Content. Hystay does not permit copyright infringing activities and infringement of intellectual property rights on the Platform, and Hystay will remove any Data (as defined below) or Submitted Content if properly notified, pursuant to the "takedown" notification procedure described below, that such Posting or Submitted Content infringes on another's intellectual property rights. Hystay reserves the right to remove any Data or Submitted Content without prior notice. Hystay will also terminate a user's access to the Platform if he or she is determined to be a repeat infringer. A repeat infringer is a Platform user who has been notified of infringing activity more than twice and/ or has had Submitted Content removed from the Platform more than twice. Hystay also reserves the right, in its sole and absolute discretion, to decide whether any Data or Submitted Content is appropriate and complies with these Terms of Use for all violations, in addition to copyright infringement and violations of intellectual property law, including, but not limited to, pornography, obscene or defamatory material, or excessive length. Hystay may remove such Submitted Content and/or terminate a user's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.
- You acknowledge and understand that when using the Platform, you will be exposed to Submitted Content from a variety of sources and that Hystay is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Submitted Content. You further acknowledge and understand that you may be exposed to Submitted Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Hystay with respect thereto, and agree to indemnify and hold Hystay, its owners, members, managers, operators, directors, officers, agents, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Platform.
- You are solely responsible for the photos, profiles and other content, including, without limitation, Submitted Content that you publish or display

on or through the Platform, or transmit to other Platform users. You understand and agree that Hystay may, in its sole discretion and without incurring any liability, review and delete or remove any Submitted Content that violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Platform users or others.

7. Suggestions

If you send or transmit any communications, comments, questions, suggestions, or related materials to Hystay, whether by letter, email, telephone, or otherwise (collectively, "Suggestions"), suggesting or recommending changes to the Platform, including, without limitation, new features or functionality relating thereto, all such Suggestions are, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and Hystay is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Suggestions, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Suggestions. You understand and agree that Hystay is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Suggestions, and you have no right to compel such use, display, reproduction, or distribution or seek recognition if the Suggestions are in fact implemented.

E. COPYRIGHT INFRINGEMENT TAKEDOWN PROCEDURE

Hystay has high regard for intellectual property and expects the same level of standard to be employed by its users. Hystay may, in appropriate circumstances and at its discretion, terminate the Account or prohibit access to the Platform or users who infringe upon the intellectual property rights of others.

If you believe that your work has been copied and posted on the Platform in a way that constitutes copyright infringement and/or trademark infringement, please send the following information to us at hystayliving@gmail.com

(i) identification of the copyrighted and/or trademarked work claimed to have been infringed, or if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.

(ii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Platform, and information reasonably sufficient to permit Hystay to locate the material;

- (iii) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright and/or trademark owner, its agent, or the law.
- (iv) information reasonably sufficient to permit Hystay to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- (v) an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive.
- (vi) a statement by you, made under penalty of perjury, that the information in your report is accurate and that you are the owner of the exclusive right or authorized to act on the behalf of the owner of the exclusive right. A statement by you comprised of the foregoing points is referred to herein as the "Notice."

Only the intellectual property rights owner is permitted to report potentially infringing items through Hystay's reporting system set forth above. If you are not the intellectual property rights owner, you should contact the intellectual property rights owner and they can choose whether to use the procedures set forth in these Terms of Use.

F. MODIFICATIONS TO OR TERMINATION OF PLATFORM

1. Modification or Cessation of Platform

Hystay reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Platform (or any part thereof) with or without notice and in its sole discretion. You agree that Hystay shall not be liable to you or to any third party for any modification, suspension or discontinuance of Hystay services.

2. Termination by Hystay

You hereby acknowledge and agree that Hystay, in its sole and absolute discretion, has the right (but not the obligation) to delete, terminate, or deactivate your account, block your email or IP address, cancel the Platform or otherwise terminate your access to or participation in the use of the Platform (or any part thereof), or remove and discard any Submitted Content on the Platform ("Termination of Service"), immediately and without notice, for any reason, including without limitation, Account inactivity or if Hystay believes or has reason to believe that you have violated any provision of the Terms of Use.

3. Termination by You

Since your usage of the Platform is linked to the duration of your stay with Hystay, your usage of the Platform shall be terminated when your stay with Hystay is terminated and/or expires.

4. Effect of Termination

Upon termination of your Account, your right to participate in the Platform shall automatically be terminated. In the event of Termination of Service, your Account will be disabled and you may not be granted access to your Account or any files or other data contained in your Account. Notwithstanding the foregoing, residual data may remain in the Hystay Platform. Unless Hystay has previously cancelled or terminated your use of the Platform (in which case subsequent notice by Hystay shall not be required), if you provided a valid email address during registration, Hystay will notify

you via email of any such termination or cancellation, which shall be effective immediately upon Hystay 's delivery of such notice.

Upon Termination of Service, the following shall occur: all licenses granted to you hereunder will immediately terminate; and you shall promptly destroy all copies of Hystay Data (as defined below), Marks (as defined below) and other content in your possession or control. You further acknowledge and agree that Hystay shall not be liable to you or any third party for any termination of your access to the Platform.

Upon Termination of Service, Hystay retains the right to use any data collected from your use of the Platform for internal analysis and archival purposes, and all related licenses you have granted Hystay hereunder shall remain in effect for the foregoing purpose. In no event is Hystay obligated to return any Submitted Content to you.

Sections which are designed/required to survive termination shall survive expiration or termination of the Platform or your Account.

You agree to indemnify and hold Hystay, and its officers, managers, members, affiliates, successor, assigns, directors, agents, suppliers, and employees harmless from any claim or demand, including reasonable attorneys' fees and court costs, made by any third party due to or arising out of the Termination of Service.

G. INTELLECTUAL PROPERTY RIGHTS

1. Hystay owns or holds the Licenses to all Data and Marks on the Platform

The content on the Platform (exclusive of all Submitted Content), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Data") and the trademarks, service marks and logos contained therein ("Marks"), are owned by Hystay. Other trademarks, names and logos on Platform are the property of their respective owners.

Data on the Platform is provided to you as-is for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Hystay reserves all rights not expressly granted in and to the Platform and the Data. You agree not to use, copy, or distribute, any of the Data other than as expressly permitted herein, including any use, copying, or distribution of Submitted Content obtained through the Platform for any commercial purposes. If you download or print a copy of the Data for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security features of the Platform or features that prevent or restrict the use or copying of any Data or enforce limitations on the use of the Platform or the Data therein.

2. Hystay's License to You for the Use of Data and Marks

The Platform contains Hystay's Data and Marks, which are, or may become, protected by copyright, trademark, patent, trade secret and other laws, and Hystay owns and retains all rights in the Hystay Data and Marks. Subject to these Terms of Use, Hystay hereby grants you a limited, revocable, non-transferable, no sublicensable license to reproduce and display the Hystay Data (excluding any

software source code) solely for your personal use in connection with accessing and participating in the Platform. The Platform may also contain Data of other users or licensors, which you shall not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell.

H. DISPUTE RESOLUTION

If a dispute arises between you and Hystay, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. Accordingly, you and Hystay hereby agree to resolve any claim or controversy at law and equity that arises out of the Terms of Use or the Platform in accordance with this Section H or as we and you otherwise agree in writing. Before resorting to the filing of a formal lawsuit, we strongly encourage you to first contact us directly to seek a resolution via e-mail at hystayliving@gmail.com. The dispute shall be resolved through arbitration by a sole arbitrator appointed by the Hystay under the Arbitration and Conciliation Act, 1996 with the seat of arbitration being New Delhi. The language of Arbitration shall be English.

The Terms of Use shall be governed in all respects by the laws of India and any legal proceeding, subject to the above, arising out of this Agreement will occur exclusively in the courts located in New Delhi, India.

I. ADVERTISEMENTS

Aspects of the Platform and other Hystay services may be supported by advertising revenue. As such, Hystay may display advertisements and promotions on the service. The manner, mode and extent of advertising by Hystay on the Platform are subject to change and the appearance of advertisements on the Platform does not necessarily imply endorsement by Hystay of any advertised products or services. You agree that Hystay shall not be responsible or liable for any loss or damage of any sort incurred by you as a result of any such dealings or as the result of the presence of such advertisers on the Platform.

J. THIRD-PARTY LINKS, CONTACT FORMS AND PHONE NUMBERS

The Platform may provide, or third parties may provide, links, contact forms and/or phone numbers to other Platforms or resources, including, without limitation, social networking, blogging and similar Platforms through which you are able to log into the Platform using your existing account and log-in credentials for such third-party Platforms. Certain areas of the Platform may allow you to interact and/or conduct transactions with such third-party sites, and, if applicable, allow you to configure your privacy settings in your third-party site account to permit your activities on the Platform to be shared with your contacts in your third-party site account. Because Hystay has no control over such sites and resources, you acknowledge and agree that Hystay is not responsible for the availability of such external sites or resources, and is not responsible or liable for any content, advertising, products, goods or services on or available from such Platforms or resources. Unless expressly stated on the Platform, links to third-party sites should in no way be considered as or interpreted to be Hystay's endorsement of such third-party sites or any product or service offered through them.

You further acknowledge and agree that Hystay shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, advertising, product, goods or services available on or through any such Platform or resource. The Third-party Platform may have different privacy policies and terms and conditions and business practices than Hystay. In certain situations, you may be transferred to a third-party Platform through a link or connected to a third-party resource by a contact form or phone, but it may appear that you are still on this Platform or transacting with Hystay. In these situations, you acknowledge and agree that the third-party Platform terms and conditions and privacy policy apply in this situation. Your dealings and communications through the Platform with any party other than Hystay are solely between you and such a third party. Any complaints, concerns or questions you have relating to materials provided by third parties should be forwarded directly to the applicable third party.

K. DISCLAIMER OF WARRANTIES

YOU AGREE THAT YOUR USE OF THE PLATFORM SHALL BE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, Hystay AND ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, SUPPLIERS, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND MAKE NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION WITH THIS PLATFORM, THE SERVICES OFFERED ON OR THROUGH THIS PLATFORM, ANY DATA, MATERIALS, OR SUBMITTED CONTENT, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS PLATFORM, INCLUDING WITHOUT LIMITATION THE MATERIALS, DATA AND SUBMITTED CONTENT OF OTHER USERS OF THIS SITE OR OTHER THIRD PARTIES. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS PLATFORM, THE SERVICES OFFERED ON OR THROUGH THIS PLATFORM, DATA, MATERIALS, SUBMITTED CONTENT, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS PLATFORM IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE IS" BASIS WITH NO WARRANTY OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. Hystay DOES NOT PROVIDE ANY WARRANTIES AGAINST ERRORS, MISTAKES, OR INACCURACIES OF DATA, CONTENT, INFORMATION, MATERIALS, SUBSTANCE OF THE PLATFORM OR SUBMITTED CONTENT, ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY, ANY

INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY OR SERVICE USER OR SERVICE PROVIDER, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY DATA, CONTENT, INFORMATION, MATERIALS, SUBSTANCE OF THE PLATFORM OR SUBMITTED CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM. Hystay DOES NOT ENDORSE, WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PLATFORM OR ANY HYPERLINKED SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISEMENT.

CERTAIN SERVICES ON THE PLATFORM OR ON THE PREMISES MAY BE PROVIDED THROUGH A THIRD PARTY VENDOR, IT IS AGREED AND CLARIFIED THAT UNDER NO CIRCUMSTANCES SHALL Hystay WOULD BE LIABLE FOR THE PROVISION OF ANY SUCH SERVICES AND YOU SHALL HAVE RIGHTS DIRECTLY AGAINST SUCH VENDOR FOR ANY DEFICIENCY OR LOSS ARISING FROM THE RESPECTIVE SERVICES AND Hystay SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENCES ARISING THEREFROM. Hystay IS MERELY ACTING AS A FACILITATOR OF SUCH THIRD-PARTY SERVICES FOR YOU AND THUS NOT LIABLE FOR ANY CONSEQUENCES ARISING THEREFROM.

L. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL Hystay, OR ITS RESPECTIVE OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, SUPPLIERS, ATTORNEYS OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE) WHATSOEVER RESULTING FROM (I) ANY ERRORS, MISTAKES, OR INACCURACIES OF DATA, MARKS, CONTENT, INFORMATION, MATERIALS OR SUBSTANCE OF THE PLATFORM OR SUBMITTED CONTENT; (II) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (III) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM ; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM; (V) ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, INFORMATION, MATERIALS OR SUBSTANCE OF THE PLATFORM OR SUBMITTED CONTENT; (VI) ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY; OR (VII) ANY USE OF ANY DATA, MARKS, CONTENT, INFORMATION, MATERIALS OR SUBSTANCE OF THE PLATFORM OR SUBMITTED CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE PLATFORM, WHETHER

BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT Hystay IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

IN NO EVENT SHALL THE TOTAL, AGGREGATE LIABILITY OF Hystay, OR ANY OF THE ABOVE-REFERENCED RESPECTIVE PARTIES, ARISING FROM OR RELATING TO THE PLATFORM, AND/OR SUBMITTED CONTENT EXCEED THE SIX-MONTH FEES ACTUALLY PAID TO Hystay BY YOU.

FORCE MAJEURE- NEITHER Hystay NOR YOU SHALL BE LIABLE TO THE OTHER FOR ANY DELAY OR FAILURE IN PERFORMANCE UNDER THE TERMS OF USE, OTHER THAN PAYMENT OBLIGATIONS, ARISING OUT OF A CAUSE BEYOND ITS CONTROL AND WITHOUT ITS FAULT OR NEGLIGENCE. SUCH CAUSES MAY INCLUDE, BUT ARE NOT LIMITED TO FIRES, FLOODS, EARTHQUAKES, STRIKES, UNAVAILABILITY OF NECESSARY UTILITIES, BLACKOUTS, ACTS OF GOD, ACTS OF DECLARED OR UNDECLARED WAR, ACTS OF REGULATORY AGENCIES, OR NATIONAL DISASTERS.

M. INDEMNIFICATION AND RELEASE

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Hystay, AND ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, SUPPLIERS, AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) ARISING FROM YOUR USE OF, ACCESS TO, AND PARTICIPATION IN THE PLATFORM; YOUR VIOLATION OF ANY PROVISION OF THE TERMS OF USE, INCLUDING THE PRIVACY POLICY; YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, PROPRIETARY, INTELLECTUAL PROPERTY, OR PRIVACY RIGHT; OR ANY CLAIM THAT YOUR SUBMITTED CONTENT CAUSED DAMAGE TO A THIRD PARTY. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS OF SERVICE AND YOUR USE OF THE PLATFORM.

THE TERMS OF USE, AND ANY RIGHTS AND LICENSES GRANTED HEREUNDER, MAY NOT BE TRANSFERRED OR ASSIGNED BY YOU, BUT MAY BE ASSIGNED BY Hystay WITHOUT RESTRICTION.

N. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in the Terms of Use, there shall be no third-party beneficiaries to the Terms of Use.

O. NOTICE

You agree that Hystay may provide you with notices, including those regarding changes to the Terms of Use, by email, regular mail, or postings on the PLATFORM.

P. GENERAL INFORMATION

1. Entire Terms of Use

The Terms of Use, together with the Privacy Policy and any other legal notices or Additional Policies published by Hystay on the Platform, shall constitute the entire agreement between you and Hystay concerning the Platform. If any provision of the Terms of Use 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 Use, which shall remain in full force and effect.

No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Hystay's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

2. Section Headings

The section headings in the Terms of Use are for convenience only and have no legal or contractual effect.

Q. PRE-BOOKING

1. The validity of a pre-booking is subject to the availability of inventory/bed/room at Hystay Properties/Residences at the time of final booking. Pre-booking does not guarantee the availability of a room/bed at any particular residence.

2. Pre-booking guarantees a discount as may be applicable, on the booking amount to be paid on completion of the booking in the same residence or any other residence of Hystay as per the availability.

3. Refund of the pre-booking amount will be applicable only if the following conditions are fulfilled:

- The Customer visits the property /residence within 180 days of pre-booking
- The Customer visits the property /residence but decides not to go ahead with the booking.
- The Customer asks for a refund within 3 days of the visit completion.

4. 'No questions asked refund' will be applicable in case all the rooms/beds are sold out or unavailable in the pre-booked residence before or at the time when the customer confirms the final booking.