

TERMS OF SERVICE

1. Usage of Makeyourhotel

- a. The Makeyourhotel Platform (including any mobile based applications, website and web applications) is provided by Makeyourhotel Inc. ("**Makeyourhotel Inc.**") either directly or through its affiliates including but not limited to Makeyourhoteltime Tech Private Limited ("**Makeyourhotel India**"). Makeyourhotel Inc. and Makeyourhotel India are collectively referred to as "**Makeyourhotel**". Through the Makeyourhotel Platform any person with a verified account can view and apply for jobs ("**User**") through the Makeyourhotel Platform, access and participate in the services provided by Makeyourhotel. Jobs are posted by independent third parties not related to or affiliated with Makeyourhotel.
- b. A User accessing the Makeyourhotel Platform shall be bound by these Terms of Service, and all other rules, regulations and terms of use referred to herein or provided by Makeyourhotel in relation to any services provided via the Makeyourhotel Platform ("**Makeyourhotel Services**").
- c. Makeyourhotel shall be entitled to modify these Terms of Service, rules, regulations and terms of use referred to herein or provided by Makeyourhotel in relation to any Makeyourhotel Services, at any time, by posting the same on the Makeyourhotel Platform. Use of the Makeyourhotel Platform and Makeyourhotel Services constitutes the User's acceptance of such modified Terms of Service, rules, regulations and terms of use referred to herein or provided by Makeyourhotel in relation to any Makeyourhotel Services, as may be amended from time to time. Makeyourhotel may, at its sole discretion, also notify the User of any change or modification in these Terms of Service, rules, regulations and terms of use referred to herein or provided by Makeyourhotel, by way of sending an email to the User's registered email address or posting notifications in the User accounts or through any other mode of communication. The User may then exercise the options provided in such an email or notification to indicate non-acceptance of the modified Terms of Service, rules, regulations and terms of use referred to herein or provided by Makeyourhotel. If such options are not exercised by the User within the time frame prescribed in the email or notification, the User will be deemed to have accepted the modified Terms of Service, rules, regulations and terms of use referred to herein or provided by Makeyourhotel.
- d. Certain Makeyourhotel Services being provided on Makeyourhotel may be subject to additional rules and regulations set down in that respect. To the extent that these Terms of Service are inconsistent with the additional conditions set down, the additional conditions shall prevail.
- e. Makeyourhotel may, at its sole and absolute discretion:
 - i. Restrict, suspend, or terminate any User's access to all or any part of the Makeyourhotel Platform or Makeyourhotel Services;
 - ii. Change, suspend, or discontinue all or any part of the Makeyourhotel Platform or Makeyourhotel Services;
 - iii. Reject, move, or remove any material that may be submitted by a User;

- iv. Move or remove any content that is available on the Makeyourhotel Platform;
 - v. Deactivate or delete a User's account and all related information and files on the account;
 - vi. Establish general practices and limits concerning use of Makeyourhotel Platform;
 - vii. Assign its rights and liabilities to all User accounts hereunder to any entity (post such assignment intimation of such assignment shall be sent to all Users to their registered email ids).
- f. In the event any User breaches, or Makeyourhotel reasonably believes that such User has breached these Terms of Service, or has illegally or improperly used the Makeyourhotel Platform or Makeyourhotel Services, Makeyourhotel may, at its sole and absolute discretion, and without any notice to the User, restrict, suspend or terminate such User's access to all or any part of the Makeyourhotel Platform, deactivate or delete the User's account and all related information on the account, delete any content posted by the User on Makeyourhotel and further, take technical and legal steps as it deems necessary.
- g. If Makeyourhotel charges its Users a platform fee in advance in respect of any Makeyourhotel Services, Makeyourhotel shall, without delay, repay such platform fee in the event of suspension or removal of the User's account or Makeyourhotel Services on account of any negligence or deficiency on the part of Makeyourhotel, but not if such suspension or removal is effected due to:
- i. any breach or inadequate performance by the User of any of these Terms of Service;
or
 - ii. any circumstances beyond the reasonable control of Makeyourhotel.
- h. By accepting these Terms of Service Users are providing their consent to receiving communications such as announcements, administrative messages and advertisements from Makeyourhotel or any of its partners, licensors or associates.

2. Participation

- a. When accessing and interacting with the Makeyourhotel Platform and Makeyourhotel Services a User will be able to view and apply for jobs posted by potential employers for their respective organizations.
- b. To view and apply for a job a User shall be required to provide information about the User's education, qualifications, past experience and skills. While Makeyourhotel does not tolerate or allow for discrimination on the basis of gender, certain jobs might be gender specific and might be available only to persons of a certain gender. The User understands and acknowledges that such stipulations as to gender specifications for a certain job are not mandated by Makeyourhotel and that such stipulation is made by the job poster.
- c. By agreeing to these Terms of Service and while applying for a job through the Makeyourhotel Platform, Users undertake that all information shared will at all times be accurate and not be misleading. The User understands and acknowledges that any incorrect information or misrepresentations made by the User will affect the efficacy of the Makeyourhotel Platform and Makeyourhotel Services and that Makeyourhotel shall have the

right to suspend the User's account if it is found that the information shared by the User is false or misleading.

- d. The job applications by the Users on the Makeyourhotel Platform shall remain active only for a period of 60 (sixty) days from the date of application to the job posts and upon the expiry of the said period of 60 (sixty) days, such job applications shall be archived ("**Archived Job Applications**"). The potential employers shall not have access to the list of such Users or to the Archived Job Applications upon the expiry of 60 (sixty) days. The Users, however, may re-apply to a job post (if still active) after the expiry of 60 (sixty) days from the date such User made their first application to the same job post.
- e. Users agree that they shall at all times be bound by and adhere to the [Code of Conduct](#) while accessing the Makeyourhotel Platform and while using the Makeyourhotel Services.

3. Intellectual Property

- a. The intellectual property rights ("**Intellectual Property Rights**") in all software underlying the Makeyourhotel Platform and the Makeyourhotel Services and material published on the Makeyourhotel Platform, including (but not limited to) software, advertisements, content (whether written, audio and/or visual), photographs, graphics, images, illustrations, graphs, charts, marks, logos, audio or video clippings, animations etc. is owned by Makeyourhotel, its affiliates, partners, licensors and/or associates. Users may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or content on Makeyourhotel either in whole or in part without express written license from Makeyourhotel
- b. Users are solely responsible for all materials (whether publicly posted or privately transmitted) that they upload, post, e-mail, transmit, or otherwise make available via the Makeyourhotel Platform ("**User's Content**"). Each User represents and warrants that they own all Intellectual Property Rights in the User's Content and that no part of the User's Content infringes any third-party rights. Users further confirm and undertake to not display or use of the names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights of any third party on the Makeyourhotel Platform, without written authorization from such third party. Users agree to indemnify and hold harmless Makeyourhotel, its directors, employees, affiliates and assigns against all costs, damages, loss and harm including towards litigation costs and counsel fees, in respect of any third party claims that may be initiated including for infringement of Intellectual Property Rights arising out of such display or use of the names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights on the Makeyourhotel Platform, by such User or through the User's commissions or omissions
- c. Users hereby grant to Makeyourhotel and its affiliates, partners, licensors and associates a worldwide, irrevocable, royalty-free, non-exclusive, sub-licensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, and/or publish User's Content for any of the following purposes:
 - i. displaying User's Content on Makeyourhotel
 - ii. distributing User's Content, either electronically or via other media, to potential candidates, and/or

- iii. storing User's Content in a remote database accessible by end users, for a charge.
 - iv. This license shall apply to the distribution and the storage of User's Content in any form, medium, or technology.
- d. All names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights on the Makeyourhotel Platform belonging to any person (including a User), entity or third party are recognized as proprietary to the respective owners and any claims, controversy or issues against these names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights must be directly addressed to the respective parties under notice to Makeyourhotel.

4. Third Party Sites, Services and Products

- a. Links to other Internet sites or mobile applications owned and operated by third parties may be provided via the Makeyourhotel Platform. The User's use of each of those sites is subject to the conditions, if any, posted by those sites. Makeyourhotel does not exercise control over any Internet sites or mobile applications apart from the Makeyourhotel Platform and cannot be held responsible for any content residing in any third-party Internet site or mobile application. Makeyourhotel's inclusion of third-party content or links to third-party Internet sites or mobile applications is not an endorsement by Makeyourhotel of such third-party Internet site or mobile application.
- b. A User's correspondence, transactions/offers or related activities with third parties including but not limited to potential employers, payment providers and verification service providers, are solely between the User and that third party. A User's correspondence, transactions and usage of the services/offers of such third party shall be subject to the terms and conditions, policies and other service terms adopted/implemented by such third party, and the User shall be solely responsible for reviewing the same prior to transacting or availing of the services/offers of such third party. The User agrees that Makeyourhotel will not be responsible or liable for any loss or damage of any sort incurred as a result of any such transactions/offers with third parties. Any questions, complaints, or claims related to any third-party product or service should be directed to the appropriate vendor.
- c. The Makeyourhotel Platform contains content that is created by Makeyourhotel as well as content provided by third parties (including potential candidates). Makeyourhotel does not guarantee the accuracy, integrity, quality of the content provided by third parties and such content may not be relied upon by the Users in utilizing the Makeyourhotel Services provided on the Makeyourhotel Platform.

5. Privacy Policy

- a. All information collected from Users, such as registration (including but not limited to email addresses, mobile phone numbers, government identity documentation) and payment information, is subject to Makeyourhotel's Privacy Policy which is available at [Privacy Policy](#).
- b. We do not share personal information of any individual with other companies/entities without obtaining permission. We may share all such information that we have in our possession in accordance with our Privacy Policy
- c. Once the personal information has been shared with you, you shall, at all times, be responsible to secure such information.

- d. You warrant and represent that you shall not disclose or transfer personal information shared by us to any sub-processors without ensuring that adequate and equivalent safeguards to the personal information.
- e. You, hereby agree and acknowledge that you will use the information shared with you only for the purpose of availing the Services. You shall not use such information for any personal or other business purposes. In the event you are found to be misusing the information shared with you, we shall, at our sole discretion, delete your account with immediate effect and you will be blocked from using/ accessing Makeyourhotel Platform in future.

6 .User Conduct

- a. Users agree to abide by these Terms of Service and all other rules, regulations and terms of use of the Makeyourhotel Platform and Makeyourhotel Services. In the event User does not abide by these Terms of Service and all other rules, regulations and terms of use, Makeyourhotel may, at its sole and absolute discretion, take necessary remedial action, including but not limited to:
 - i. restricting, suspending, or terminating any User's access to all or any part of the Makeyourhotel Platform and Makeyourhotel Services;
 - ii. deactivating or deleting a User's account and all related information and files on the account. Any amount remaining unused in the User's account on the date of deactivation or deletion shall be transferred to the User's bank account on record with Makeyourhotel subject to a processing fee (if any) applicable on such transfers as set out herein.
- b. Users agree to provide true, accurate, current and complete information at the time of registration and at all other times (as required by Makeyourhotel). Users further agree to update and keep updated their registration information and other information as may be required by Makeyourhotel.
- c. A User shall not register or operate more than one User account with Makeyourhotel.
- d. Users agree to ensure that they can receive all communication from Makeyourhotel either by email, SMS, Whatsapp or any other mode of communication from Makeyourhotel. Makeyourhotel shall not be held liable if any any communication sent to the User by Makeyourhotel remains unread by the User.
- e. Any password issued by Makeyourhotel to a User may not be revealed to anyone else. Users may not use anyone else's password. Users are responsible for maintaining the confidentiality of their accounts and passwords. Users agree to immediately notify Makeyourhotel of any unauthorized use of their passwords or accounts or any other breach of security.
- f. Users agree to exit/log-out of their accounts at the end of each session. Makeyourhotel shall not be responsible for any loss or damage that may result if the User fails to comply with these requirements.
- g. Users agree not to use cheats, exploits, automation, software, bots, hacks or any unauthorized third-party software designed to modify or interfere with the Makeyourhotel Services and/or Makeyourhotel experience or assist in such activity.

- h. Users agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying the Makeyourhotel Platform or Makeyourhotel's Services.
- i. Users agree that without Makeyourhotel's express written consent, they shall not modify or cause to be modified any files or software that are part of Makeyourhotel's Services or the Makeyourhotel Platform.
- j. Users agree not to disrupt, overburden, or aid or assist in the disruption or overburdening of (a) any computer or server used to offer or support the Makeyourhotel Platform or Makeyourhotel's Services (each a **Server**); or (2) the enjoyment of Makeyourhotel Services by any other User or person.
- k. Users agree not to institute, assist or become involved in any type of attack, including without limitation to distribution of a virus, denial of service, or other attempts to disrupt Makeyourhotel Services or any other person's use or enjoyment of Makeyourhotel Services.
- l. Users shall not attempt to gain unauthorised access to User accounts, Servers or networks connected to the Makeyourhotel Platform or Makeyourhotel Services by any means other than the User interface provided by Makeyourhotel, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that underlies or is part of the Makeyourhotel Platform or Makeyourhotel Services.
- m. A User shall not publish any content that is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.
- n. Without limiting the foregoing, Users agree not to use Makeyourhotel for any of the following:
 - i. To engage in any obscene, offensive, indecent, racial, communal, anti-national, objectionable, defamatory or abusive action or communication;
 - ii. To harass, stalk, threaten, or otherwise violate any legal rights of other individuals;
 - iii. To publish, post, upload, e-mail, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content;
 - iv. To Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, Makeyourhotel, any software, hardware, or telecommunications equipment;
 - v. To advertise, offer or sell any goods or services for any commercial purpose on Makeyourhotel including but not limited to multi-level marketing for a third party, promoting business of a third party, selling financial products such as loans, insurance, promoting demat account openings, without the express written consent of Makeyourhotel;
 - vi. To download any file, recompile or disassemble or otherwise affect our products that you know or reasonably should know cannot be legally obtained in such manner;

- vii. To falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
 - viii. To restrict or inhibit any other User from using and enjoying any public area within our sites;
 - ix. To collect or store personal information about other Users;
 - x. To collect or store information about potential candidates;
 - xi. To mine information relating to potential candidates with the aim of creating a database of potential candidates whether or not such database is used or meant to be used by the User or any third party associated with the User or to whom such User makes such mined information available, for either a commercial purpose or for the User's own use at a future date;
 - xii. To interfere with or disrupt the Makeyourhotel and/or the Makeyourhotel Platform, Makeyourhotel servers, or Makeyourhotel networks;
 - xiii. To impersonate any person or entity, including, but not limited to, a representative of Makeyourhotel, or falsely state or otherwise misrepresent User's affiliation with a person or entity;
 - xiv. To forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through Makeyourhotel or to manipulate User's presence on the Makeyourhotel Platform;
 - xv. To take any action that imposes an unreasonably or disproportionately large load on Makeyourhotel's infrastructure;
 - xvi. To engage in any illegal activities.
 - xvii. To engage in any action that threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation.
- o. If a User chooses a username that, in Makeyourhotel's considered opinion is obscene, indecent, abusive or that might subject Makeyourhotel to public disparagement or scorn, or a name which is an official team/league/franchise names and/or name of any sporting personality, as the case may be, Makeyourhotel reserves the right, without prior notice to the User, to restrict usage of such names, which in Makeyourhotel's opinion fall within any of the said categories and/or change such username and intimate the User or delete such username and posts from Makeyourhotel, deny such User access to Makeyourhotel, or any combination of these options.
- p. Unauthorized access to the Makeyourhotel Platform is a breach of these Terms of Service, and a violation of the law. Users agree not to access the Makeyourhotel Platform by any means other than through the interface that is provided by Makeyourhotel via the Makeyourhotel Platform for use in accessing the Makeyourhotel Platform. Users agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of the Makeyourhotel Platform, Makeyourhotel Services

or any information available for access through the Makeyourhotel Platform or Makeyourhotel Services, except those automated means that Makeyourhotel has approved in advance and in writing.

- q. Use of the Makeyourhotel Platform is subject to existing laws and legal processes. Nothing contained in these Terms of Service shall limit Makeyourhotel's right to comply with governmental, court, and law-enforcement requests or requirements relating to Users' use of Makeyourhotel.
- r. Persons below the age of eighteen (18) years are not allowed to register with the Makeyourhotel Platform. All persons interested in becoming Makeyourhotel Users might be required by Makeyourhotel to disclose their age at the time of getting access to the Makeyourhotel Platform. If a person declares a false age, Makeyourhotel shall not be held responsible and such person shall, in addition to forfeiting any and all rights over their Makeyourhotel account, shall indemnify and hold Makeyourhotel, its Directors, officers, employees, agents, affiliates harmless of any and all losses that may be suffered by Makeyourhotel its Directors, officers, employees, agents, affiliates by virtue of such false declaration being made. In case the person making the false declaration is below the age of 18 such person's legal guardians shall indemnify and hold Makeyourhotel, its Directors, officers, employees, agents, affiliates harmless of any and all losses that may be suffered by Makeyourhotel its Directors, officers, employees, agents, affiliates by virtue of such false declaration having been made by said person.
- s. Makeyourhotel may not be held responsible for any content contributed by Users on the Makeyourhotel Platform.

7. Eligibility

- a. The Makeyourhotel Platform is open only to persons above the age of 18 years.
- b. The Makeyourhotel Platform is open only to persons, currently residing in India.
- c. Persons who wish to participate must have a valid email address and/or mobile phone number.
- d. Makeyourhotel may on receipt of information bar a person from accessing their Makeyourhotel account if such person is found to be in violation of any part of these Terms of Service or the [Code of Conduct](#).
- e. Only those Users who have successfully registered on the Makeyourhotel Platform shall be eligible to Post view and/or apply for jobs via the Makeyourhotel Platform.

8. Dispute and Dispute Resolution

- a. If any dispute arising out of, or in connection with, the Makeyourhotel Services provided by Makeyourhotel via the Makeyourhotel Platform, the construction, validity, interpretation and enforceability of these Terms of Service, or the rights and obligations of the User(s) or Makeyourhotel, as well as the exclusive jurisdiction to grant interim or preliminary relief in case of any dispute referred to arbitration as given below arises between the User(s) and Makeyourhotel ("**Dispute**"), the disputing parties hereto shall endeavor to settle such Dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within 30 (thirty) days from the date of communicating the Dispute in writing.

- b. If the parties are unable to amicably settle the Dispute as mentioned above, any party to the Dispute shall be entitled to serve a notice invoking Arbitration. The Dispute shall be referred to and finally resolved by arbitration. The Arbitration shall be conducted by an Arbitral Tribunal consisting of a sole arbitrator in accordance with the Rules of the Delhi International Arbitration Centre (“**DIAC Rules**”), which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be New Delhi. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English. The law governing the arbitration agreement shall be Indian Law.
- c. Nothing shall preclude any Party from seeking interim or permanent equitable or injunctive relief, or both, from the competent courts at New Delhi, having jurisdiction to grant relief on any Disputes. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy (including for monetary damages) through the arbitration described herein.
- d. The arbitration award will be final and binding on the Parties.

9. Release and Limitations of Liability

- a. Users shall access the Makeyourhotel Services provided via the Makeyourhotel Platform voluntarily and at their own risk. Makeyourhotel shall, under no circumstances be held responsible or liable on account of any loss or damage sustained by Users or any other person or entity during the course of access to the Makeyourhotel Platform.
- b. By accessing the Makeyourhotel Platform and Makeyourhotel Services provided therein, Users hereby release from and agree to indemnify Makeyourhotel, and/or any of its directors, employees, partners, associates and licensors, from and against all liability, cost, loss or expense arising out their access of the Makeyourhotel Platform and the Makeyourhotel Services including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission on their part, or otherwise.
- c. Makeyourhotel accepts no liability, whether jointly or severally, for any errors or omissions, whether on behalf of itself or third parties in relation to the data/information collated and published on the Makeyourhotel Platform.
- d. Users shall be solely responsible for any consequences which may arise due to their access of Makeyourhotel Services by conducting an illegal act or due to non-conformity with these Terms of Service and other rules and regulations in relation to Makeyourhotel Services, including provision of incorrect personal details. Users also undertake to indemnify Makeyourhotel and their respective officers, directors, employees and agents on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis for any loss/damage suffered by Makeyourhotel on account of such act on the part of the Users.
- e. Users shall indemnify, defend, and hold Makeyourhotel harmless from any third party/entity/organization claims arising from or related to such User's engagement with the Makeyourhotel Platform. In no event shall Makeyourhotel be liable to any User for acts or omissions arising out of or related to User's engagement with the Makeyourhotel Platform.

- f. In consideration of Makeyourhotel allowing Users to access the Makeyourhotel Platform, to the maximum extent permitted by law, the Users waive and release each and every right or claim, all actions, causes of actions (present or future) each of them has or may have against Makeyourhotel, its respective agents, directors, officers, business associates, group companies, sponsors, employees, or representatives for all and any injuries, accidents, or mishaps (whether known or unknown) or (whether anticipated or unanticipated) arising out of the provision of Makeyourhotel Services.

10. Disclaimers

- a. To the extent permitted under law, neither Makeyourhotel nor its parent/holding company, subsidiaries, affiliates, directors, officers, professional advisors, employees shall be responsible for the deletion, the failure to store, the mis-delivery, or the untimely delivery of any information or material.
- b. To the extent permitted under law, Makeyourhotel shall not be responsible for any harm resulting from downloading or accessing any information or material, the quality of servers, products, Makeyourhotel Services or sites.
- c. Any material accessed, downloaded or otherwise obtained through the Makeyourhotel Platform is done at the User's discretion, competence, acceptance and risk, and the User will be solely responsible for any potential damage to User's computer system or loss of data that results from a User's download of any such material.
- d. Makeyourhotel shall make best endeavours to ensure that the Makeyourhotel(s) is error-free and secure, however, neither Makeyourhotel nor any of its partners, licensors or associates makes any warranty that:
 - i. the Makeyourhotel Platform will meet Users' requirements,
 - ii. Makeyourhotel Platform will be uninterrupted, timely, secure, or error free
 - iii. the results that may be obtained from the use of Makeyourhotel Platform will be accurate or reliable; and
 - iv. the quality of any products, Makeyourhotel Services, information, or other material that Users purchase or obtain through the Makeyourhotel Platform will meet Users' expectations.
- e. In case Makeyourhotel discovers any error, Makeyourhotel reserves the right (exercisable at its discretion) to rectify the error in such manner as it deems fit, including through a set-off of the erroneous payment from amounts due to the User or deduction from the User's account of the amount of erroneous payment. In case of exercise of remedies in accordance with this clause, Makeyourhotel agrees to notify the User of the error and of the exercise of the remedy(ies) to rectify the same.
- f. To the extent permitted under law, neither Makeyourhotel nor its partners, licensors or associates shall be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use of or inability to use our sites, even if Makeyourhotel has been advised of the possibility of such damages.
- g. Any Makeyourhotel Services being hosted or provided, or intended to be hosted on the Makeyourhotel Platform and requiring specific permission or authority from any statutory

authority or any state or the central government, or the board of directors shall be deemed cancelled or terminated, if such permission or authority is either not obtained or denied either before or after the availability of the relevant Makeyourhotel Services are hosted or provided.

- h. To the extent permitted under law, in the event of suspension or closure of any Makeyourhotel Services Users shall not be entitled to make any demands, claims, on any nature whatsoever.

11. Grievance Redressal Mechanism

- a. In case a User has any complaints or grievance pertaining to (i) any Content that a User believes violates these Terms (other than an infringement of Intellectual Property Rights), (ii) Users' access to the Makeyourhotel Platform or (iii) any Content which a User believes is, prima facie, in the nature of any material which is obscene, defamatory towards the complainant or any person on whose behalf such User is making the complaint, or is in the nature of impersonation in an electronic form, including artificially morphed images of such individual, please share the same with us by writing to: ankit.grievance@makeyourhotel.co
- b. In the complaint or grievance, the User shall include the following information:
 - i. Name and contact details: name, address, contact number and email address;
 - ii. Relation to the subject matter of the complaint, i.e. complainant or person acting on behalf of an affected person;
 - iii. The name and age of the person aggrieved or affected by the subject matter of the complaint, in case the User is acting on behalf of such person and a statement that the User is authorised to act on behalf of such person and to provide such person's personal information to Makeyourhotel in relation to the complaint/grievance;
 - iv. Description of the complaint or grievance with clear identification of the Content in relation to which such complaint or grievance is made;
 - v. A statement that the User believes, in good faith, that the Content violates these Terms and Conditions;
 - vi. A statement that the information provided in the complaint or grievance is accurate.
- c. Makeyourhotel respects the Intellectual Property Rights of others. All names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights on the Makeyourhotel Platform belonging to any person (including User), entity or third party are recognized as proprietary to the respective owners. Users are requested to send Makeyourhotel a written notice/ intimation if Users notice any act of infringement on the Makeyourhotel Platform, which must include the following information:
 - i. A clear identification of the copyrighted work allegedly infringed;
 - ii. A clear identification of the allegedly infringing material on the Makeyourhotel Platform;
 - iii. Contact details: name, address, e-mail address and phone number;

- iv. A statement that the User believes, in good faith, that the use of the copyrighted material allegedly infringed on the Makeyourhotel Platform is not authorized by the User's agent or the law;
- v. A statement that the information provided in the notice is accurate and that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed;
- vi. User's signature or a signature of the User's authorized agent.

The aforesaid notices can be sent to the Company by email at ankit.grievance@makeyourhotel.co.

- d. On receiving such complaint, grievance or notice, Makeyourhotel reserves the right to investigate and/or take such action as Makeyourhotel may deem appropriate. Makeyourhotel may reach out to the User to seek further clarification or assistance with the investigation, or verify the statements made in the complaint, grievance or notice, and the User acknowledges that timely assistance with the investigation would facilitate the redressal of the same.
- e. The name and title of the Grievance Redressal Officer is as follows:

Name: Ankit

Email: ankit.grievance@makeyourhotel.co

Address:

Makeyourhoteltime Tech Private Limited, 23 Floor-3rd Plot-232,1, Kangra Bhuvan, Dr. Annie Besant Road, Opposite Podar Hospital, Worli, Mumbai, Maharashtra, India-400030

The Grievance Officer identified above pursuant to the provisions of applicable laws including but not limited to the Information Technology Act, 2000 and the Consumer Protection Act, 2019, and the Rules enacted under those laws. The Company reserves the right to replace the Grievance Redressal Officer at its discretion through publication of the name and title of such replacement on the website, which replacement shall come into effect immediately upon publication.