



CITYROOM -Terms of Service – India For Hotel/Property

Please read these Terms of Services carefully as they contain important information about your legal rights, remedies and obligations. By providing your Property details for onboarding on CITYROOM Platform, you agree to comply with and be bound by these Terms.

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1. TERMS OF SERVICE

By accepting to onboard your property on the CITYROOM platform, the CITYROOM Patron agrees to be bound by the Terms of Service mentioned herein, Terms & Conditions of CITYROOM Platform, the commercial terms agreed during the onboarding process along with the recommended CITYROOM Policies available at <https://www.CITYROOMpatron.com/terms-and-policies/> Co-CITYROOM application, including such other supplemental policies and terms linked to in these Terms which are incorporated by reference, which collectively form part of your agreement with CITYROOM (collectively referred to as “Terms” or “Agreement”). If you do not agree with the Terms you may refrain from availing our services of listing your property on the CITYROOM Platform.

“CITYROOM”, “we”, “us” or “our” refers to the CITYROOM entity set out on Appendix 2 with whom you are contracting. The Terms constitute a binding legal agreement between you and CITYROOM which will govern your access to and use of the CITYROOM Platform.

This Agreement will equip the CITYROOM Patrons with the capability and technology to enable them compete better, achieve high occupancies and improve earnings, by listing their Property, on CITYROOM’s Platform to offer accommodation and various other services to CITYROOM’s customers in search of quality accommodation

2. TERMS OF OPERATIONS

A. Use of CITYROOM Platform

1. CITYROOM makes the CITYROOM Platform available only to CITYROOM Patrons who have created an Account on CITYROOM Platform and provided the Account Information. You will be responsible for accuracy and integrity of the Account Information provided for the Account and to keep the Account Information up to date. Any updates to the Account Information will only be applicable once the same has been verified by CITYROOM. Further, you are fully responsible for all activities that occur under your Account. In this regard, you authorize CITYROOM to make any inquiries (either directly or through third party agencies) to verify your identity. This process may include (i) searching third-party databases and requisitioning associated reports, (ii) requesting you to furnish a government identification (e.g., driver’s license, passport etc.), along with other information about you; or (iii) requesting you to furnish documents to confirm ownership or any other right to onboard the Property, banking information and other details as deemed necessary by CITYROOM. CITYROOM reserves the right to terminate, suspend, or limit access to the CITYROOM Platform in the event we are unable to obtain or verify any of the information necessary to complete the Account Information.
2. Once the Account is activated, CITYROOM grants the Patrons, during the period of this Agreement and subject to the terms and conditions hereof, the permission to (i) utilize the Technological Know-How and (ii) be listed on the CITYROOM Platform, to market or promote bookings, to provide accommodation services to CITYROOM customers.
3. The Patron acknowledges that it shall provide its services to the CITYROOM customers as per the operating standards which may be prescribed by CITYROOM, from time to time, (whether CITYROOM customer is attracted through CITYROOM Platform or otherwise).
4. CITYROOM may advise the Patrons in modifying the Premises to uplift revenue generation opportunities for the Patron and enhance the consumer experience.
5. All operating costs, including the cost of employees, manpower, consumables, utilities, rents, taxes, Approvals, safety & security measures, etc. shall be the sole responsibility of the Patron.
6. In case the Patron opts, CITYROOM may provide the Patron, at the Patrons’ sole cost and expense, with a digital tablet or any other device to manage all check-in and check-out from premises and record the payment receipt. Patrons shall be solely responsible for the safe and proper operation of such devices. Patrons shall ensure that the device is not used to make any fraudulent booking or any other illegal purpose that may compromise the records or the accounts of the Patron or CITYROOM. Patrons shall be liable to bear the cost of replacement or repair of the device in case any damage is caused to the device. Patrons shall assign the use and operation of the device to its authorized representatives and Patrons shall remain responsible as a principle to the act of its agents. You acknowledge that you have read and agreed to the **Device Usage Terms**. In the event the CITYROOM Patron opts for the digital tablet or any other device, the CITYROOM Patron shall ensure that all bookings are undertaken through such digital tablet or any other device provided by CITYROOM and/or the CITYROOM Platform only. The CITYROOM Patron will not use, for any reason whatsoever, any alternate means (phone/ emails) to connect with the customer in parallel to take any unaccounted or direct bookings and thereby circumventing the process. Any act on the CITYROOM Patron’s part to circumvent the process shall be treated as a material breach of the understanding between the parties and the CITYROOM Patron shall be liable to pay a sum equivalent to twice the amount of liquidated damages set out under Clause 2 (C) below.
7. The CITYROOM Patron acknowledges that its performance may be ranked and measured in accordance with the CITYROOM Policies related to quality score [Insert hyperlink for the quality score policy], as may be communicated by CITYROOM from time to

time, and the customer feedbacks and reviews. The CITYROOM Patron agrees that the ranking and performance rating shall be as per the sole opinion of CITYROOM and the same shall not be subject to dispute by the CITYROOM Patron. CITYROOM shall have the sole discretion to change the terms of the said policy from time to time.

8. The CITYROOM Patron acknowledges that its performance may be ranked and measured in accordance with the CITYROOM Policies related to quality score [Insert hyperlink for the quality score policy], as may be communicated by CITYROOM from time to time, and the customer feedbacks and reviews. The CITYROOM Patron agrees that the ranking and performance rating shall be as per the sole opinion of CITYROOM and the same shall not be subject to dispute by the CITYROOM Patron. CITYROOM shall have the sole discretion to change the terms of the said policy from time to time
9. Due to the nature of the Internet, CITYROOM cannot guarantee the continuous and uninterrupted availability and accessibility of the CITYROOM Platform. CITYROOM may restrict the availability of the CITYROOM Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the CITYROOM Platform. CITYROOM may improve, enhance and modify the CITYROOM Platform and introduce new CITYROOM Services from time to time. In case of any such interruption, the CITYROOM Patron shall at all times honour the reservations made by CITYROOM customers on the CITYROOM Platform, OTA and all online/offline channels as the case may be.

B. Property Listing

The CITYROOM Patron shall, at all times, comply with respective terms and conditions associated with the use of the CITYROOM Platform, CITYROOM devices and Technological Know-how and acknowledges that Listing of the Property on CITYROOM Platform and other OTA's is subject to CITYROOM on-boarding requirements and CITYROOM Policies. CITYROOM reserves the right to suspend, at any time, the Property listing from the CITYROOM Platform and other demand channels including OTA's and make it unavailable for reservation by CITYROOM customers for reasons that are more particularly described under the Suspension of Listing clause. The revenue, inventory and booking management of the Property after the execution of this Agreement shall be managed by CITYROOM (including through its online and B2B sales channels). The CITYROOM Patron shall provide detailed particulars to CITYROOM on the Property and shall check the accuracy of all particulars on the CITYROOM Platform (including but not limited to name, location, map, amenities, etc.) and inform CITYROOM immediately of all discrepancies. The CITYROOM Patron agrees and acknowledges that in order to improve visibility of a Property on CITYROOM Platform and on any other websites, CITYROOM at the expense of the CITYROOM patron, shall have the right to take and publish pictures of the CITYROOM Patron's Property during the validity of this Agreement. It is understood and agreed by the CITYROOM Patron that the intellectual property rights for all such images shall rest solely with CITYROOM and CITYROOM in no way claims/guarantees with respect to the performance or saleability of the Property on account of the inclusion of the aforementioned particulars or pictures on CITYROOM Platform and on any other online or offline channels.

C. Contracted Rooms

The CITYROOM Patron shall ensure that the Contracted Rooms, except the Non-Operational Rooms, shall be made available on the CITYROOM Platform for reservations by CITYROOM customers. Any and all rooms in the Property (Contracted Rooms or otherwise) shall at all times be under the operational control of the CITYROOM Patron. Notwithstanding anything stated herein, if the CITYROOM Patron defaults / breaches its obligation under this clause, including but not limited to listing of Contracted Rooms on any OTA directly, then the CITYROOM Patron shall be deemed to have breached a material obligation and shall be liable to pay liquidated damages amounting to twice the average Service Fee for the last 3 months multiplied by the period from the date of breach until the date of expiry of this Agreement and exclusive of applicable taxes. In the event 3 (three) months have not elapsed before such breach is detected, the average Service Fee for the number of days elapsed since the Go-Live Date shall be considered while computing liquidated damages in accordance with the formula given above.

D. Non-operational Rooms & Blocked Rooms

The CITYROOM Patron shall not use the Non-Operational Rooms for any commercial purpose whatsoever nor list such rooms with any third party including but not limited to OTA(s). In the event any Contracted Rooms are to be rendered as Non-Operational Rooms, the CITYROOM Patron shall share the details of the same, including but not limited to the purpose and duration of such blockage, with CITYROOM at least 10 (ten) days in advance. Furthermore, CITYROOM Patron shall intimate CITYROOM in the event any Non-Operational Rooms, other than Contracted Rooms blocked for maintenance, are rendered sellable/serviceable and to be included in the Contracted Rooms.

E. Corporate Channels

CITYROOM may offer rooms and/or banquets at the Property (with/without Value Added Services) to certain CITYROOM corporate guests / CITYROOM customers under its own name as part of the B2B demand generated by CITYROOM. For this channel, CITYROOM may purchase the Contracted Rooms for resale to CITYROOM corporate guests. The CITYROOM Patron shall comply with the terms of the agreement between CITYROOM and such CITYROOM corporate guests.

F. Pricing

CITYROOM shall have exclusive rights to determine the pricing of Contracted Rooms, publish such pricing for reservation by CITYROOM customers on the CITYROOM Platform, OTA and all online/offline channels and the CITYROOM Patron shall fulfill the bookings at such price. The CITYROOM Patron agrees and acknowledges that such pricing is dynamic in nature and is subject to change, and such price determination by CITYROOM is reasonable in nature. The CITYROOM Patron shall also honor the terms of any discount or promotional or incentive programs that CITYROOM offers to the CITYROOM customers from time to time.

G. Assured Check-in

The CITYROOM Patron acknowledges that guest servicing is a key responsibility under this Agreement and the CITYROOM Patron agrees and covenants that it shall not deny check-in to any CITYROOM customer under any circumstances at the Property (i) so long the CITYROOM customer possesses a valid booking for the Property, through the CITYROOM Platform, OTA and/ or online/offline channels, (ii) has complied with the terms of the booking and (iii) such bookings were made during the Term of this Agreement. If the CITYROOM Patron denies check-in to any CITYROOM customer (including during the suspension of listing on the CITYROOM Platform or termination of this Agreement, where the booking was made prior to such suspension or termination, as the case may be), then the cost of shifting or relocating such CITYROOM

customers, cost of compensating the CITYROOM customers for inconvenience and/or payment of penalties/ compensation/ damages/fines levied by a court of law and/or any ancillary cost, etc., shall be solely borne by the CITYROOM Patron and to that extent the CITYROOM Patron will keep CITYROOM completely indemnified. CITYROOM has the right to offset/adjust such amounts against monies due or payable to the CITYROOM Patron and reserves the right to levy penalties and/or liquidated damages (whether monetary or non-monetary) for such check-in denial under CITYROOM Policies. The CITYROOM Patron's breach of this provision shall amount to a material breach of the terms of this Agreement.

H. Service Standards

The patron shall:

1. operate the Property round the clock throughout the Term in accordance with the terms of this Agreement;
2. shall maintain adequate staff to provide seamless services to CITYROOM customers;
3. update itself on and shall always comply with all the Applicable Laws and CITYROOM Policies;
4. maintain a safe, hygienic, secure and sanitised Property at all times;
5. take all adequate measures and be responsible for safety and security of the guests and all other persons present at the Property and guidelines under the CITYROOM Policies related to **Safety & Security**, including Emergency Response Protocols and
6. extend its unconditional cooperation and support towards handling any CITYROOM customer complaints and request for information raised by law enforcement agencies at any time during the subsistence of this Agreement and even thereafter.

I. Suspension of Listing

a) Notwithstanding, anything to the contrary herein contained, CITYROOM reserves the right to suspend the CITYROOM Patron's Property and thereby suspend access to all bookings for the Property (received through the CITYROOM Platform and / or other demand channels) till such time as the outstanding issues are resolved.

b) Property may be suspended under the circumstances listed below or other such circumstances as CITYROOM deems fit:

1. failure of CITYROOM Patron to comply with the CITYROOM Policies and the terms of this Agreement;
2. any civil or criminal or tortious acts, commissions and omissions by the CITYROOM Patron, its employees, representatives, independent contractors;
3. failure of CITYROOM Patron to comply with the Applicable Laws and regulations, including but not limited to obtain requisite Approvals as may be required to operate the Property or renewals thereof and/or maintain registers and records, etc.;
4. any inquiry / investigation against CITYROOM Patron or the Property which is pending with the law enforcement agencies or any government department;
5. risk of safety or security of CITYROOM customers, CITYROOM employees, representatives, officials including but not limited to threat or assault;
6. ongoing business dispute with the CITYROOM Patron involving settlement and reconciliation of accounts;
7. instances of force majeure that render a Property unfit for receiving reservations from CITYROOM customers;
8. the Property has a continued low guest experience score;
9. change in ownership of Property or if the CITYROOM Patron fails to perform its obligations under the ownership documents;
10. Property is undergoing renovation;
11. CITYROOM Patron undertakes acts of disparagement towards the business and/ or brand and/ or reputation and/ or goodwill of CITYROOM;
12. Failure to maintain Secure deposits
13. Any information provided by the CITYROOM Patron to CITYROOM, including on CITYROOM Platform, is found to be false, misleading or inaccurate; and
14. For any other reasons such as denial of check in to guests who have valid bookings/ reservations, poor safety and hygiene etc.

c) Notwithstanding, CITYROOM shall be absolved of all obligations under the Agreement for the duration in which the CITYROOM Patron's Property is suspended. The CITYROOM Patron shall indemnify, defend and hold harmless CITYROOM, its officers, directors, employees, agents and assigns against all losses, damages, liabilities, costs or expenses arising out of any actions, disputes, litigations brought against CITYROOM by (including but not limited to) any customer, private or government authority on account of the CITYROOM patron's breach of the terms herein or due to reasons that led to the CITYROOM Patron's Property being suspended or issues that may arise at the CITYROOM Patron's Property while the Property is suspended.

J. Guest Stay Policies

The CITYROOM Patron shall communicate its guest stay policies to CITYROOM at the time of listing, which shall be evaluated by CITYROOM and implemented only in case the same are approved by CITYROOM. In such an event, the guest stay policies provided by the CITYROOM Patron shall be applicable in addition to the CITYROOM Policies related to guest bookings published by CITYROOM. In case of any inconsistency between the guest stay policies provided by the CITYROOM Patron and the CITYROOM Policies, the CITYROOM Policies shall prevail. Any proposed changes by the CITYROOM Patron to its own policies shall be communicated in advance to CITYROOM and the CITYROOM customer, and will not be implemented without prior written consent of CITYROOM. The CITYROOM Patron confirms that it shall honour all the commitments made in the booking voucher at all times.

Payment by guests: CITYROOM Patron agrees that he/she/it will accept both pre-paid and pay at property bookings of the guests, and CITYROOM reserves the right to establish and alter the ratio /percentage between pre-paid and pay at property bookings based on performance of the Property.

K. Property Branding

The CITYROOM Patron, upon the execution of this Agreement, shall install such signage/branding and at such location, on the facade of the Property, as may be instructed by CITYROOM. Signages shall be placed as per CITYROOM's discretion depending upon the demographics and size of the Property, in compliance with Applicable Laws. The CITYROOM Patron shall be solely responsible for bearing any and all costs associated with the affixation, removal of and any repair of damage caused to such signage and other material. Any applicable licenses required or taxes levied by the Central, State or local municipal authorities in this regard shall also be obtained / borne solely by the CITYROOM Patron.

L. Value Added Services

CITYROOM may offer to the CITYROOM Patron an option to avail Value Added Services on the prices, terms and conditions associated with such services. Detailed Value Added Services terms and conditions can be found at CITYROOM Policies. If the CITYROOM Patron opts for such Value Added Services, it agrees to pay the charges / fees set by CITYROOM, which the CITYROOM Patron acknowledges as a reasonable fee for the provision of such services. The terms of service and fees charged for VAS may be periodically modified, in the sole discretion of CITYROOM. The CITYROOM Patron may opt out of any VAS if it chooses or does not agree to any modification of the same, unless a minimum VAS period is specified in the respective VAS policy or in CITYROOM's reasonable opinion such Value Added Service is critical to guest experience and provision of its Services. Any fees paid or approved until the date of cancellation of the Value Added Service will be non-refundable.

3. PAYMENT AND RECONCILIATION

1. All payments to the CITYROOM Patron will be made by CITYROOM directly to the account of CITYROOM Patron notified by the CITYROOM Patron to CITYROOM, upon completion of verification of the Account Information. CITYROOM shall not be held liable for any delay in processing the payments to the CITYROOM Patron due to incomplete Account Information and/or pendency of verification of the same
2. Revenue Assurance: The CITYROOM Patron shall accurately provide all revenue details of the Property i.e. revenue generated by the Property in the preceding week/month to CITYROOM, including but not limited to Walk-in Revenue generated by the Property, and pay CITYROOM its Fees. The parties agree that the reconciliation cycle period may be changed at the sole discretion of CITYROOM, in which case such changes will be notified to the CITYROOM Patron in terms of clause 19 (j) below. Further, CITYROOM may from time to time establish standard operating procedures and policies under the CITYROOM Policies to enable and facilitate compliance with this clause, including incentives and/or penalties.
3. CITYROOM shall provide a statement showing reconciliation of the accounts to the CITYROOM Patron. The CITYROOM Patron shall be required to raise any payment related issues within 7 (seven) days of receiving the reconciliation statement. All reconciliation statements shall be deemed accepted in the event no issue/dispute is raised by the CITYROOM Patron in the prescribed time. All issues pertaining to payment and reconciliation of accounts are a contractual matter and the Parties shall endeavour to resolve them amicably.
4. The parties agree that CITYROOM reserves the right to introduce or remove various products and/ or services time and charge incremental fees and/ or commissions for such products and/ or services with prior notice to the CITYROOM Patron. The CITYROOM Patron acknowledges that such variation in fees or commissions by CITYROOM, will be commercially reasonable in nature. All terms and conditions associated with the new products and / or services shall be available in the CITYROOM Policies and communicated to the CITYROOM Patron separately. Furthermore, CITYROOM reserves the right to waive charges towards fee(s) and/ or commissions as commercially agreed with the CITYROOM Patron, eg. Walk-in Waiver.
5. CITYROOM shall be entitled to offset any outstanding amounts that may be owed by the CITYROOM Patron to CITYROOM from time to time from the amount paid by the CITYROOM Patron under CITYROOM Secure. The CITYROOM Patron alone shall be responsible to maintain adequate balance as per this Agreement and CITYROOM Secure Policy in CITYROOM Secure throughout the entire term of this Agreement failing which CITYROOM shall have the right, at its own discretion, to suspend/terminate listing of the Property and/or shift the Property on mandatory prepayment option for bookings on the CITYROOM Platform. Upon expiry/termination of the Agreement, the balance amount due to the CITYROOM Patron, after making deductions (if any) shall be refunded by CITYROOM within 30 (thirty) days to the CITYROOM Patron
6. CITYROOM Patron acknowledges that CITYROOM is entitled to charge Direct Guest Charges, which will not form part of the Revenue, and if collected by CITYROOM Patron from Guests the same shall be paid to CITYROOM.
7. CITYROOM shall charge Platform Fees, and any fee towards VAS or any other additional services related to the usage of the CITYROOM Platform.

4. CITYROOM WIZARD

1. The CITYROOM Patron shall participate in and honour the terms of CITYROOM's designated loyalty, discount, promotional, management, advertising, satisfaction and/or other guest programs (including any room discounts, rewards programs, voucher programs, pet-friendly policies, billing programs, corporate memberships, frequent traveller programs, photographic or virtual tour programs or gift card programs) etc in accordance with the CITYROOM Policies ("Guest Programs").
2. The CITYROOM Patron shall comply with all standards and requirements of any Guest Program, including any fees, as CITYROOM may implement and periodically modify.
3. In particular, CITYROOM reserves the right to enlist the Property under its CITYROOM Wizard Program based on various criteria including the customer experience score at the Property. If enlisted, the CITYROOM Patron shall comply with the terms and conditions of the Guest Programs. You acknowledge that you have read and agreed to the policy related to the **CITYROOM Wizard Program**.

5. CITYROOM PRODUCTS

CITYROOM may, from time to time, introduce CITYROOM Products and will notify the CITYROOM Patron accordingly and will be available at CITYROOM Policies. Each of the CITYROOM Products may carry specific terms and conditions including fees. If the CITYROOM Patron opts for any specific CITYROOM Product, it agrees to pay the charges / fees set by CITYROOM, which the CITYROOM Patron acknowledges as a reasonable fee for the provision of such services. The terms of service and fees charged for the CITYROOM Product may be periodically modified, in the sole discretion of CITYROOM and the CITYROOM Patron shall be informed of the same. The CITYROOM Patron may opt out for any CITYROOM Product if it chooses or does not agree to any modification of the same, unless a minimum period is specified in the respective CITYROOM Product terms or in CITYROOM's reasonable opinion such CITYROOM Product is critical to guest experience and provision of its Services. Any fees paid or approved until the date of cancellation of the CITYROOM Product will be non-refundable.

6. INVOICING

a. The CITYROOM Patron shall, for each valid booking, irrespective of its mode of payment (prepaid or pay at Property), issue a valid GST invoice with the full value of payment, to the CITYROOM customer in the manner set forth under this clause. If the CITYROOM Patron does not have a GSTN, then the CITYROOM Patron shall issue a non GST invoice to the CITYROOM customer. Notwithstanding the forgoing, the CITYROOM Patron shall remain liable to ensure compliance with all applicable tax laws including payment of all applicable taxes

b. The parties agree that it shall at all times be the CITYROOM Patron's obligation and responsibility to issue timely invoices to CITYROOM customers. A valid invoice must have the following components, unless otherwise required by law:

1. Invoice Number
2. 6-digit service code (SAC)
3. Tax segregated as CGST + SGST
4. GSTN Number (of person issuing invoice, if applicable)
5. Place of Supply
6. Date of issuance
7. Valid Signature

c. CITYROOM may offer sale of rooms with/without value added services to certain guests under its own name. In such cases CITYROOM Patron shall issue Tax Invoice/Bill of Supply in the name of CITYROOM. If GST credit on such invoices is not passed to CITYROOM, then CITYROOM will deduct the GST credit amount while making payment to the CITYROOM Patron.

d) CITYROOM reserves the right to withhold and/or release applicable GST if the CITYROOM Patron does not hold a valid GST registration.

e) If the CITYROOM Patron is registered for GST, it is mandatory for the CITYROOM Patron to share its GSTN with CITYROOM and include the same in all invoices to guest(s), failing which CITYROOM shall presume that CITYROOM Patron is not GST registered. If the CITYROOM Patron does not hold a valid GST registration, CITYROOM shall deduct applicable GST and deposit the same in the Govt. treasury and recover/withheld the same from the amount payable to the CITYROOM Patron, recover any shortfall thereof.

7. SET-OFF

1. CITYROOM may set off any obligation that is due and payable and is owed or which is required to be performed by the CITYROOM Patron under this Agreement against any obligation owed by CITYROOM to CITYROOM Patron, whether under this Agreement or otherwise. If an obligation is unascertained or unliquidated, CITYROOM may in good faith estimate the obligation and set off in respect of the estimated amount, in which case when the obligation is ascertained or liquidated, CITYROOM or the CITYROOM Patron shall make a payment to the other (as appropriate) in respect of any amount by which the ascertained or liquidated amount differs from estimated amount.
2. The CITYROOM Patron acknowledges and agrees that CITYROOM will not be obliged to pay any amounts to the CITYROOM Patron under this Agreement so long as any sums, which are then due from the CITYROOM Patron under this Agreement remain unpaid and any such sums, which would otherwise be due will fall due only if and when the CITYROOM Patron has paid all such sums except to the extent CITYROOM otherwise agrees or sets off such amount against such payment pursuant to the foregoing.

8. TAXES

1. CITYROOM and the CITYROOM Patron, with respect to the services rendered or products offered in their respective capacity, are solely responsible for compliance of Transaction Taxes. For the avoidance of doubts, It is clarified that the CITYROOM Patron is solely responsible for providing accommodation and other associated services in respect of and in relation to the stay of the guest at the Property, irrespective of the booking channel through which reservation is made or to whom the payment for such reservation is made, including but not limited to food and beverage, laundry, etc. and hence shall be solely responsible to pay all Transaction Taxes that may be levied or leviable on (a) such accommodation and services and (b) any other ancillary purchase or sale of goods and services that is required for the purpose of rendering its services. The compliance (including but not limited to issuance of tax invoice or bill of supply, computation and deposition of taxes to the government treasury, filing of returns etc.) with tax laws, if any required, is the sole responsibility of the CITYROOM Patron. CITYROOM is in no manner responsible for ensuring such compliance, including payments of any taxes on the accommodation and associated services, except if required under applicable laws.
2. All Fees including but not limited to Platform and / or Service Fee charged by CITYROOM to the CITYROOM Patron for providing Services is exclusive of all Transaction Taxes which will be charged over and above such Fees at rates applicable under the law of the applicable jurisdiction on provision of such Services by CITYROOM.
3. CITYROOM may provide additional services to the CITYROOM Patron which may include limited access to tax engine / calculator for computing taxes or issuing tax invoices on services provided or goods sold by the CITYROOM Patron. By providing such additional services to the CITYROOM Patron, CITYROOM is neither committing nor managing or executing any tax compliances, and these remain the sole responsibility of the CITYROOM Patron with respect to services and / or goods sold provided by the CITYROOM Patron to the guest, unless otherwise required under the law. CITYROOM, while providing such additional services, may affix its logo, brands, tag lines or such other words, in communication, which may denote use of CITYROOM's software in rendering such services, solely for the purpose of branding and should not be interpreted otherwise.

4. In the event CITYROOM is made liable to pay Transaction Taxes under any law for the time being in force on the services rendered or goods supplied by the CITYROOM Patron, then Parties agree that CITYROOM shall have the right to recover such Transaction Taxes from the CITYROOM Patron. The CITYROOM Patron shall pay such amount without any demur or protest. Furthermore, the CITYROOM Patron shall indemnify and keep CITYROOM indemnified against any and all tax related claims /charges /levies /penalties /costs /deficiency. CITYROOM may furnish a certificate/ document to demonstrate proof of deposit of such Transaction Tax from time to time if it is required under the law to provide such proof of payment to the CITYROOM Patron.
5. In certain jurisdictions, tax regulations may require that CITYROOM collect and/or report information about you, or withhold taxes from payouts to you, or both. If you fail to provide CITYROOM with documentation that it determine to be sufficient to support any such obligation to not to withhold Taxes from payouts to you or not to report information, CITYROOM may withhold payouts up to the amount as required by law and / or provide information to the authorities.
6. For the avoidance of doubt, all sums payable by the CITYROOM Patron to CITYROOM under these Terms of Service shall be paid free and clear of any deductions or withholdings whatsoever. Other than Transaction Taxes charged by CITYROOM to you and remitted to the appropriate tax authorities, any deductions or withholdings that are required by law shall be borne by you and paid separately to the relevant taxation authority.
7. Each Party is individually responsible for payment of taxes determined / payable with reference to profits of that Party.
8. Any duties, cesses or taxes (including stamp duty) payable on execution of this Agreement/Terms and any other instrument entered into under this Agreement /Terms shall be the responsibility of CITYROOM Patron and shall be borne by the CITYROOM Patron

9. OTA RELATED TERMS

1. The CITYROOM Patron hereby authorises CITYROOM to operate and manage all OTA channels on its behalf by executing the OTA NOC for the designated OTA partners and shall hand over all applicable OTA credentials (including password) of the Property to CITYROOM at the time of entering into this Agreement without any delay.
2. By executing the OTA NOC, the CITYROOM Patron authorises CITYROOM and confirms that it has no objection with CITYROOM initiating a new listing on revised terms and conditions under CITYROOM's name and discontinuing the old listing on the OTA channels..
3. CITYROOM may create a new listing or rename the Owner's existing OTA listing to reflect CITYROOM's brand name of the Premises for which the services are being rendered by CITYROOM.
4. CITYROOM may also change any password recovery information to enable it to operate the OTA accounts independently.
5. The CITYROOM Patron agrees to promptly deliver and duly execute any and all such further instruments and documents and to take such actions as may be reasonably required by CITYROOM in order to obtain the full benefit and to implement the rights and powers granted by CITYROOM Patron to CITYROOM to control the Property's' OTA accounts pursuant to the Agreement.
6. All pre-existing and new listings of the Property at any online or offline platform shall be branded and managed by CITYROOM which shall include adding, removing or modifying the name, phone, website, pictures and amenities of the Property. CITYROOM will manage and be responsible for complete revenue, pricing, inventory, and booking management for 100% of the Contracted Rooms inventory at the Property The payments receivable from the OTA will be received by CITYROOM in CITYROOM's bank account.
7. CITYROOM reserves the right to subsume any commission/fees charged by the OTA(s) in connection with the listing of the Property or pass-on or charge the CITYROOM Patron additionally for the same.
8. If the Property is not able to go-live on any of the OTAs with CITYROOM listing due to any payment pending by the CITYROOM Patron to the OTA, CITYROOM may, at its discretion, make the respective payment to the OTA on behalf of the CITYROOM Patron and recover/ adjust/offset this amount in its reconciliation statement and /or increase the CITYROOM's Service Fee applicable for the Property proportionately.
9. The CITYROOM Patron agrees and hereby authorises CITYROOM to engage with or respond to ratings, reviews and customer feedback received through any OTA where the Property is listed.
10. The CITYROOM Patron may opt for Value Added Services in relation to its Property listing with an OTA and the cost of any such services shall solely be borne by the CITYROOM Patron.
11. The CITYROOM Patron shall hand over OTA credentials of the Property to CITYROOM and shall cease to operate or to cause to operate the Property, directly or indirectly on any OTA handles other than through CITYROOM, during the Term. In the event the CITYROOM Patron breaches its obligation as set out under this clause, the CITYROOM Patron shall be liable to pay a sum equivalent to twice the amount of liquidated damages set out under Clause 10 (C) below.

10. BRAND EXCLUSIVITY

1. CITYROOM has made and is making considerable investment in its business and associated technology to create a distinguished range of service offerings to its CITYROOM Patrons as well as guests. CITYROOM Patrons who have executed the Agreement and fulfill the conditions herein are entitled to have their Property marketed under the agreed CITYROOM Marks. The CITYROOM Marks are associated with the Property as an identifier that the Property is availing the services of CITYROOM and has opted to be listed on CITYROOM Platform. It is hereby clarified and acknowledged by the CITYROOM Patron that the usage of CITYROOM Marks along with the brand names of the Property/CITYROOM Patron shall not be considered to be any form of joint branding/joint ownership of the name/trademarks.
2. Other than as provided under the terms of the Agreement, the CITYROOM Patrons shall not, during the period of the Agreement, enter into any other agreement directly or indirectly to list the Property (whether with or without the CITYROOM Marks) with any other online or offline platforms in any manner for selling/ marketing / promoting Contracted Rooms at the Property.
3. Notwithstanding anything stated herein, if the CITYROOM Patron defaults / breaches its obligation under this clause then the CITYROOM Patron shall be deemed to have breached a material obligation and shall be liable to pay liquidated damages amounting to twice the average Service Fee for the last 3 months multiplied by the period from the date of breach until the date of expiry of this Agreement and exclusive of applicable taxes. In the event 3 (three) months have not elapsed before such breach is detected, the

average CITYROOM Service fee for the number of days elapsed since the Go-Live Date shall be considered while computing liquidated damages in accordance with the formula given above.

4. In addition to the remedy provided in abovementioned Clause, CITYROOM shall have a right to suspend/withdraw the CITYROOM Patron's right to associate their Property with the CITYROOM Marks and/or terminate the Agreement.

11. RIGHT TO AUDIT AND INSPECT

1. The CITYROOM Patron is obligated to fully and accurately report all Revenue generated from the Property including disclosure, upon request, to CITYROOM, records of all charged check-in and check-out at the Property. In order to ensure strict compliance with Revenue reporting and account reconciliation for the Property, CITYROOM shall have a right (but not an obligation) to undertake periodic digital and/or physical audits/ surprise checks to ensure that the CITYROOM Patron is adhering to the terms of this Agreement, including CITYROOM Policies, from time to time. CITYROOM shall have a right to conduct such audits without prior notice through its representatives, third party audit agencies and/or mystery customers. Based on the audit findings, CITYROOM may as it deems fit and appropriate, recover the unreported Revenue in addition to imposition of penalties as per the prevailing CITYROOM Digital Audit Policy during its weekly/monthly account reconciliations with the CITYROOM Patron. The CITYROOM Patron shall not object to such audits and challenge the findings based on the fact that no prior notice was given for such audit.
2. Additionally, CITYROOM shall have a right to review the customer / visitors records and/or financial / other records of the CITYROOM Patron pertaining to the Property and/or this Agreement. The CITYROOM Patron shall cooperate during such audit / inspection or any inspection / investigation carried out by any CITYROOM, or any third party audit agency appointed by CITYROOM and/or any government authority(ies) and provide necessary support and correct information, records, documents, etc. The CITYROOM Patron shall also provide uninterrupted access to CITYROOM's authorised personnel / representatives to the Property for such inspection / audit.

12. INTELLECTUAL PROPERTY

CITYROOM has through the investment of considerable time and money developed a unique and distinctive system of creating a network of high-quality budget accommodation and connecting such network hotels to potential customers at a large scale under the mark "CITYROOM" and other associated logos, trademarks, service marks, certification marks, designs and brands ("CITYROOM Marks"), issued patents and patent applications (whether provisional or non-provisional), internet domain names and social media accounts or user names, whether or not trademarks, all associated web addresses, URLs, mobile applications, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, whether or not copyrighted ("IP Rights"). The system includes but is not limited to the use of proprietary and distinctive techniques (developed or used by CITYROOM), technology, softwares, trade secrets, inventions, databases, training methods, operating methods, designs and decor, uniform apparel, color schemes, furnishings, marketing materials, promotional strategies, booking and guest management systems, revenue management services, OTA management services, and customer service requirements among other additional innovation and updates that CITYROOM brings to its systems and processes to enhance the CITYROOM Patron's management of the Property and performance ("Technological Know-How"), all of which collectively i.e. the CITYROOM Marks, IP Rights and Technological Know-How is proprietary to CITYROOM and may be modified and improved from time to time by CITYROOM ("IP Bundle"). The CITYROOM Patron acknowledges that CITYROOM or its affiliates are the exclusive owner of the IP Bundle and that the CITYROOM Patron shall not make any claims on the IP Bundle except as expressly contemplated under this Agreement for the use of CITYROOM Services and CITYROOM Products. The use and license of IP Bundle is directed towards promoting the CITYROOM Patron in its network in a manner that may enhance the goodwill associated therewith.

The CITYROOM Patron agrees that it enjoys promotional advantage on being associated with the brand name "CITYROOM" and availing of the Technological Know-How CITYROOM authorizes the CITYROOM Patron to use the IP Bundle (on a revocable, non-transferable, non-assignable and non-exclusive basis) for the limited purpose of this Agreement. The CITYROOM Patron undertakes not to do anything prejudicial to the IP Bundle or damage or harm CITYROOM's goodwill and reputation. The CITYROOM Patron agrees in order to protect the CITYROOM's IP Bundle intellectual property rights and maintain a common identity and reputation of its network of properties, the CITYROOM Patron shall comply with the CITYROOM Policies related with branding and minimum quality specifications laid down by CITYROOM from time to time. Any breach by CITYROOM Patron in respect thereof may cause irreparable harm and injury to CITYROOM and its intellectual property. You acknowledge that you have read and agreed to the CITYROOM Policies related to branding.

In the event the CITYROOM Patron becomes aware of any infringement of the IP Bundle by any other party, the CITYROOM Patron shall immediately notify CITYROOM in writing.

The CITYROOM Patron may conceive and develop new and improved methods of carrying out its business and improvements in operating procedure and other additions or modifications to the existing IP Bundle (hereinafter referred to as "Improvements"). The CITYROOM Patron agrees to disclose fully any Improvements to CITYROOM and CITYROOM shall determine the feasibility and desirability of incorporating them into CITYROOM's existing IP Bundle. For avoidance of doubt, it is clarified that the right, title and interest in any and all Improvements shall rest with CITYROOM regardless of which Party contributed to the Improvements. The CITYROOM Patron shall without delay, demur or protest transfer all rights in any such Improvement to CITYROOM without any additional consideration.

The CITYROOM Patron shall not undertake any activities to decompile or reverse engineer any elements of the IP Bundle for its or their advantage or for the advantage of any third party. In the event the CITYROOM Patron learns of a claim of infringement or if a third party brings a claim of trademark infringement, copyright infringement, breach of confidential information and misappropriation of any trade secret against the CITYROOM Patron whether or not such infringement is as a result of the CITYROOM Patron using their IP in conjunction with CITYROOM' IP Bundle, the CITYROOM Patron shall promptly notify CITYROOM of such claim. The CITYROOM Patron shall indemnify CITYROOM to the fullest extent permitted under Applicable Law from and against all damages arising out of any claim by a third party against CITYROOM. In the event CITYROOM or any of its group companies is impleaded as a party to proceedings such as the aforesaid, the CITYROOM Patron agrees to compensate CITYROOM for all reasonable and necessary costs related thereto, including but not limited to reasonable attorneys' fees.

13. DATA PRIVACY AND RETENTION

1. **CITYROOM Customer Data:** The CITYROOM Patron acknowledges that personal information of the CITYROOM customers/ guests is collected by CITYROOM and shared with the CITYROOM Patron only for the purpose of this Agreement / Terms and the CITYROOM Patron also collects personal information of the guests upon check-in at the Property. The CITYROOM Patron also acknowledges that CITYROOM is the owner of all rights, title and interests in any and all information (whether in verbal, written, manual or electronic form) received by the CITYROOM Patron or CITYROOM through the CITYROOM Platform, OTA, call centers, travel agents, directly from the guests, at the Property and/ or exchanged / received pursuant to the acceptance of these Terms by the CITYROOM Patron which includes but is not limited to CITYROOM's information, CITYROOM Patron's information, Property description and images, guest information, guest histories and preferences, guest identification details, etc. (regardless of the source of such Data and the manner of its collection) ("Data"). The CITYROOM Patron agrees to collect, process, store and use Data in accordance with the provisions of the Applicable Laws and in the manner provided for in CITYROOM's Privacy Policy available on the CITYROOM Platform.

2. **CITYROOM Patron Data:** The CITYROOM Patron acknowledges and expressly consents that Data (whether or not in aggregated, pseudonymised and/or anonymised form) related to the CITYROOM Patron, the Property and other parameters collected under this Agreement / Terms may be used, transmitted, processed, shared and transferred by CITYROOM (to other entities under the CITYROOM group or third parties), (i) for performance evaluation, optimization and improvement (ii) benchmarking (iii) for marketing and advertising ; (iv) where CITYROOM has a duty to or are permitted to disclose Data under Applicable Law or under a court/ Government order; (v) in connection with any merger, sale of company assets, consolidation or restructuring, financing, liquidity event or acquisition or (vi) any other lawful purpose.

14. CONFIDENTIALITY

All documents, instructions, details collected under this Agreement / Terms including the CITYROOM customer/guests' personal data, brand standards, operating standards, technology, systems, training manuals, financial details, terms of this Agreement / Terms, account and sales information, any and all information and/or documents shared with the CITYROOM Patron under this Agreement, etc., whether shared through any oral or written information exchanged between the Parties directly or indirectly, before, during or after the execution of this Agreement or in connection with the preparation and performance this Agreement, shall be considered as secret and confidential information (collectively referred to as "Confidential Information") and CITYROOM Patron undertakes not to copy or disclose any of its contents or concepts to any other party and not to make any direct or indirect use thereof except as required for due performance under this Agreement / Terms. This Agreement / Terms is confidential in nature and shall not be disclosed by the CITYROOM Patron to any other third person except as otherwise required by law. During the performance of its obligations under this Agreement / Terms, the CITYROOM Patron and its employees, officers, agents, proprietors, directors, shareholders, stakeholders, contractors or any third party resources ("Representatives") may have access to Confidential Information, which shall be kept fully confidential by the CITYROOM Patron and its Representatives. The CITYROOM Patron shall execute necessary non-disclosure agreement with its Representatives and take any other steps that it would reasonably take to protect such Confidential Information. The obligation under this provision shall survive termination or expiration of this Agreement.

15. TERM AND TERMINATION

- a. The term of this Agreement shall be valid and binding upon the parties from the Go-Live Date and shall continue to be valid for the Term. This Agreement shall automatically stand extended for further durations of 12 months each at the end of its initial Term unless terminated in accordance with the provisions of this Agreement, on the same commercial prevalent immediately prior to such extension
- b. Either party may terminate this Agreement by giving a 30 (thirty) days prior written notice to the other without assigning any reason thereof.

- c. Notwithstanding anything contrary mentioned in this Agreement, either Party shall be entitled to terminate the Agreement anytime in the event:
(a) there is a material breach of the Agreement by the other Party or there has been a misrepresentation by the defaulting Party and it fails to cure the said breach within a period of 15 days from the date on which it is notified of the said breach; or (b) a Party files for bankruptcy or becomes or is declared insolvent; or (c) if any act or omission of the defaulting Party, including failure to procure or maintain Approvals, causing disruption in the business operation of the Party or the Property.

d. In addition, CITYROOM shall be entitled to immediately terminate this Agreement for cause any time during the term of this Agreement in the event:

- (i) The CITYROOM Patron and/or the Property fails to uphold or comply with CITYROOM Policies at any time during the validity of this Agreement; or
- (ii) Any act or omission of the CITYROOM Patron and/or its representatives results in financial loss and/or reputational harm to CITYROOM; or
- (iii) The CITYROOM Patron and/or its representatives engage in unlawful acts or acts that disparage CITYROOM in a private/ public set up, on social media/print media; or
- (iv) A proposal of land acquisition in respect of any material part or all of the Property is being effected by any governmental body; or
- (v) There is a dispute or threat of a dispute concerning title of the Property; or
- (vi) The CITYROOM Patron ceases to be the owner of the Property or if the CITYROOM Patron's interest is derived in the Property through a lease/operating agreement and such arrangement lease expires or is terminated; or
- (vii) The Property remains suspended for a period of 45 days; or
- (viii) The CITYROOM Patron delays transformation of the Property as per the Transformation Standards Policy for a period exceeding 90 (Ninety) days; or
- (ix) Any information provided by the CITYROOM Patron is found to be false, misleading or inaccurate

e. Upon termination or expiry of this Agreement for any reason whatsoever:

- (i) CITYROOM and the CITYROOM Patron shall undertake an account reconciliation, and subsequently a full and final settlement with respect to the Property including all expenses and advances which are payable by the CITYROOM Patron under this Agreement to CITYROOM and the CITYROOM Patron shall make payments due to CITYROOM;
- (ii) The CITYROOM Patron shall honour all bookings made at the Property up until the date of termination and continue to discharge all its obligations under this Agreement;
- (iii) CITYROOM shall delist the Property from CITYROOM Platform;
- (iv) CITYROOM shall initiate action for delisting the Property from OTAs upon full and final settlement with the CITYROOM Patron;
- (v) The CITYROOM Patron shall have no right to use any Confidential Information or IP Bundle provided to the CITYROOM Patron under this Agreement and shall forthwith return to CITYROOM any such Confidential Information in its possession;
- (vi) The CITYROOM Patron shall at its own cost remove all internal and external Branding from the Property. The CITYROOM Patron shall cease to use CITYROOM's name, logo or any of the associated CITYROOM Marks, IP Bundle and shall not represent itself in any manner to be associated with CITYROOM;
- (vii) The CITYROOM Patron shall provide CITYROOM with a copy such registers and records, including but not limited to the A&D Register and other guest and payment details, etc., as and when requested by CITYROOM; and
- (viii) The CITYROOM Patron shall not be entitled to enter into any new agreement with CITYROOM or any of the entities within the CITYROOM group whether directly or indirectly for such period as CITYROOM may determine.

16. INDEMNITY

To the maximum extent permitted by law, the CITYROOM Patron shall, upon written demand by CITYROOM, indemnify, defend (at CITYROOM's option) and keep harmless CITYROOM, its officers, directors, entities in the CITYROOM group, agents, and employees against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) CITYROOM Patron's usage of the CITYROOM Platform (ii) any content provided by the CITYROOM Patron for listing on the CITYROOM Platform which infringes a third party's intellectual property rights; (iii) breach of any obligations under this Agreement / Terms; (iv) negligence or other tortious conduct of the CITYROOM Patron; (v) misrepresentations made by the CITYROOM Patron; (vi) any non-compliance of Applicable Laws, including but not limited to delay in payment/ non-payment of taxes and delay in filing/ non-filing of returns or failure in obtaining / renewal of the requisite licenses / approvals / permits or failure to maintain any registers and records;

(vii) actions which may bring disrepute to CITYROOM's reputation and brand (viii) CITYROOM customer complaints and costs arising from their experience at the Property in connection with their booking and/or complaints/penalties from law enforcement agencies and regulatory authorities; (ix) the settlement beneficiary for the payments to be made under this Agreement by CITYROOM which is different from the authorized representative signatory to this Agreement; (ix) stay / visit of any CITYROOM customer or visitors at the Property, your interaction with them, including without limitation any bodily injuries, death, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of stay / visit at the Property; and (x) loss or damage suffered by CITYROOM due to fraud or misconduct or negligence by the CITYROOM Patron during its engagement in any Guest Program including but not limited to the Wizard Program.

The provisions of this clause shall survive the termination of this Agreement / Terms.

17. LIMITATION OF LIABILITY

Other than remedies specifically provided under this Agreement by way of liquidated damages, neither party shall be liable to the other party for any indirect, incidental, punitive, special or consequential damages or losses (including without limitation for loss of profit or revenue etc.) whether under contract or in tort and even if the other party had been advised of the possibility of such damage or loss. In no event, shall the CITYROOM's liability under or in connection to this Agreement exceed the Demand Fee paid by the Patron to CITYROOM for a period of 1 (one) month preceding the date of such claim. Other than remedies specifically provided under this Agreement by way of liquidated damages, neither party shall be liable to the other party for any indirect, incidental, punitive, special or consequential damages or losses (including without limitation for loss of profit or revenue etc.) whether under contract or in tort and even if the other party had been advised of the possibility of such damage or loss. In no event, shall the CITYROOM's liability under or in connection to this Agreement exceed the Service Fee paid by the CITYROOM Patron to CITYROOM for a period of 2 (two) month preceding the date of such claim.

18. REPRESENTATION AND WARRANTIES

The CITYROOM Patron represents and warrants that :

1. it has full legal right, power and authority to carry on its business and to enter into this Agreement and accept the Terms and perform all its obligations, terms and conditions hereunder and neither the acceptance of these Terms, nor the delivery of the Agreement, nor fulfillment nor compliance with the Terms and provision hereof, will conflict with, or result in a breach of terms, conditions or provisions of, or constitute a default under, or result in any violation of its charter document or bye law, if any, or any agreement, restriction, instrument, order, judgement, decree, statute, law, rule or regulation to which it is subjected or require any consent, approval or other action by any court, tribunal, administrative or governmental body.
2. it is operating its business in compliance with all the Applicable Laws, regulations and statutes and it has the requisite approvals and licenses in place (including lift operating, fire department clearance, tourism, local municipality approvals and licenses etc.) to operate the Property and conduct its business as contemplated under this Agreement.
3. it is the owner of the Property, it has and shall maintain lawful and undisputed title, possession and ownership of the Property throughout the term of this Agreement, free from encumbrances;
4. if the CITYROOM Patron's interest in the Property is derived through a lease arrangement/operating arrangement., it has a no objection certificate from the owner(s) of the Property expressing the owner's consent towards the CITYROOM Patron entering into

- this Agreement with CITYROOM and has a lawful, valid and subsisting lease/operating agreement of the Property throughout the term of this Agreement, for the purpose for which this Agreement has been executed;
5. the Property is not in violation of any Applicable Laws that could affect the services and business arrangement contemplated under this Agreement with CITYROOM or draw risks or liabilities towards CITYROOM in any manner;
 6. it is not in dispute with CITYROOM and/or any of its subsidiaries or affiliates;
 7. the Property has not been delisted by CITYROOM and/or any of its subsidiaries or affiliates.
 8. has not been charged with or been found guilty of any offence punishable under provisions of any other Applicable Laws; it/he/she has not been charged with or been found guilty of any offence punishable under the Indian Penal Code, 1860 or provisions of any other Applicable Laws;
 9. has not/ shall not enter into any arrangement with a third party for the Contracted Rooms;
 10. the Contracted Rooms consist of the entire room inventory in the Property (other than Non Operational Rooms); and
 11. has handed over all its OTA credentials of the Property to CITYROOM.
 12. it/he/she has neither provided or will provide any content/information/material (including but not limited to the name of the Property, trade name, logo, design of the Property, etc) to CITYROOM or on CITYROOM Platform that infringes upon or violates any third party rights, including but not limited to intellectual property rights (trademarks, copyrights etc), rights of privacy or rights of publicity.
 13. it/he/she has necessary rights to all the content provided and published on CITYROOM Platform and that such content does not contain any misleading, libelous, tortious, or otherwise unlawful information.

19. MISCELLANEOUS

1. **Disclaimer of Warranties** - We provide the CITYROOM Platform and all Content "as is" without warranty of any kind and we disclaim all warranties, whether express or implied. For example: (i) we do not endorse or warrant the existence, conduct, performance, safety, quality, legality or suitability of any CITYROOM Patron or guest, listing or third party; (ii) we do not warrant the performance or non-interruption of the CITYROOM Platform; and (iii) we do not warrant that verification, identity or background checks conducted on listings. Any references to an CITYROOM Patron or listing being "verified" (or similar language) indicate only that the CITYROOM Patron or listing or CITYROOM has completed a relevant verification or identification process and nothing else. Further, CITYROOM is not responsible for any loss suffered by the CITYROOM Patron as a result of incorrect banking or taxation or other financial information provided by the CITYROOM Patron. The disclaimers in these Terms apply to the maximum extent permitted by law. The CITYROOM Patron shall be responsible for its conduct, performance, safety measures, quality, legality or compliance with Applicable Law and in case any guest has any claim against any such listing or services provided by the CITYROOM Patron, the CITYROOM Patron shall be solely responsible for the same and shall be liable for any damages payable to the guest.
2. **Governing Law & Jurisdiction** - These Terms shall be construed and enforced in accordance with the laws of India. If any dispute shall arise between the Parties hereto concerning the construction interpretation or application of any of the provisions of the Terms, such dispute shall be referred to the arbitration in accordance with Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator appointed by an independent arbitral institution, viz. Centre For Alternate Dispute Resolution Excellence, Bengaluru (The CADRE) <https://atthecadre.com>; +91 80884 16909), under its rules as amended from time to time, which rules are deemed to be incorporated by reference herein. A copy of the rules can be obtained by an enquiry email to The CADRE at reachus@thecadre.in. Either party may approach the CADRE for appointment of an arbitrator by writing an email to reachus@thecadre.in with a request to appoint an arbitrator and copying the email to the other Party. The Parties agree that the maximum permissible fees payable to the arbitrator for conducting the arbitration proceedings shall be in accordance with the fourth schedule of the Arbitration and Conciliation Act, 1996. In the event of any conflict between the rules of The CADRE and the provisions of the Arbitration and Conciliation Act, 1996, the Arbitration and Conciliation Act, 1996 shall prevail. The arbitration shall be conducted in English. The juridical seat and venue of arbitration shall be Delhi and the courts of New Delhi shall have exclusive jurisdiction for any applications arising out of the arbitration. The arbitration proceedings shall be conducted online without the need for a physical appearance unless specifically requested by the arbitrator. The parties agree to resolve the dispute through fast track mode as per section 29 B of the Arbitration and Conciliation Act 1996. Unless the arbitrator decides at his discretion (on a written application moved by either of the parties) that oral evidentiary hearings are necessary for the purpose of the arbitration, the arbitration shall be conducted only on the basis of the documents via online platform. However, the decision of the arbitrator with respect to the mode of conducting the arbitration shall be final and binding upon the parties. The award shall be in writing and final and binding on the Parties. The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and are subject to the final award being passed by the arbitrator i.e. both the parties shall share the cost jointly during the conduct of the arbitration proceedings with respect to the administrative charges and arbitrator fees. However the arbitrator shall have the discretion to order costs i.e. passing a cost award in favour of the successful party along with the final award. If for any reason The CADRE refuses to act or does not acknowledge the email for appointment of an arbitrator or fails to appoint an arbitrator within a period of 5 days from the date of the email containing a request for appointment, then CITYROOM shall have the right to name another independent arbitral tribunal to appoint the sole arbitrator and conduct the arbitration. Any failure, delay or forbearance on the part of CITYROOM in: (i) exercising any right, power or privilege under this Agreement; or (ii) enforcing terms of this Agreement, shall not operate as a waiver thereof, nor shall any single or partial exercise by CITYROOM of any right, power or privilege preclude any other future exercise or enforcement thereof. The Parties hereto agree that each of the provisions contained in this Agreement shall be severable, and the unenforceability of one or more provisions of this Agreement shall not affect the enforceability of any other provision(s) or of the remainder of this Agreement.
3. **Compliance with Laws** - As an CITYROOM Patron, it is your sole and absolute responsibility for identifying, understanding and complying with all Applicable Laws, rules, regulations and contracts with third parties that apply to your Property. For example, some cities have laws that restrict your ability to host guests for short periods or provide certain hotel / homes related services. In many cities, CITYROOM Patrons may have to register, get a permit or obtain a license before providing certain hotel / homes related services including but not limited to preparing food, serving alcohol for sale, guiding tours or operating a vehicle, installation of hoardings and signages or to maintain certain registers & records or to intimate the authorities regarding guest stay. CITYROOM

Patrons shall be alone responsible for identifying and obtaining any required permits, licenses, consents, approvals, registrations and authorizations for any services they offer, including but not limited to GST Registration and applicable GST compliances, FSSAI, health, trade licenses, building approvals, Property related licenses, registrations, and NOC's as may be applicable and any other license necessary for establishing and operating the Property, carrying on its business and for the performance of its obligations hereunder. CITYROOM Patrons understand that certain types of services may be prohibited altogether and penalties may include fines or other punitive actions. CITYROOM Patrons are responsible for checking and reviewing all laws, rules and/or regulations applicable to their listing. Any information which CITYROOM may provide in relation to any legal requirement is for information purposes only and CITYROOM Patrons confirm to undertake independent review of their legal obligations, including obtaining legal advice, if required. Further, the CITYROOM Patron shall and shall ensure that all its officers, employees and agents, at all times, comply with all laws, rule, regulations and notifications pertaining to anti-bribery, anti-corruption and money laundering and/or corrupt payments including but not limited to Prevention of Corruption Act 1988, Indian Penal Code, 1860, Foreign Contribution (Regulation) Act, 2010, Prevention of Money Laundering Act, 2002, Foreign Corrupt Practices Act 1977, UK Bribery Act 2010 including any such policies of CITYROOM (along with their modifications) that the CITYROOM Patron and its officers, employees, third party service providers/contractors and agents may be required to comply with from time to time. CITYROOM Patron shall support and cooperate with any review or audit exercise to monitor business conduct undertaken by CITYROOM or any government authority including but not limited to submission of periodic compliance certifications upon CITYROOM's request, and cooperating with investigations pertaining to violations and share documents that may be required for such investigation/audit. CITYROOM Patron shall not, directly or indirectly, employ or engage with third parties that employ persons who are under the permissible legal age at the Property including engagement of child labour and/or bonded labour, and the CITYROOM Patron will remain in compliance with all applicable labour laws. CITYROOM Patron shall maintain compliance with all Applicable Laws including but not limited to Prevention of Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 ("POSH"), Immoral Traffic (Prevention) Act, 1956, Protection of Children From Sexual Offences Act, 2012 ("POSCO") and provide a safe environment for its employees, contractors, visitors and guests and to promptly report any instances of violation to the local law enforcement agencies and CITYROOM. CITYROOM Patron shall ensure its officers, employees and agents do not use, possess, distribute, sell or be under the influence of illegal drugs and/or alcohol at the Property and maintain strict compliance with all local legislations and rules in this respect. CITYROOM Patron shall be solely responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to the Property and its operations. CITYROOM Patron shall be solely responsible for any claims of infringement of any third party rights (including but not limited to intellectual property rights like trademark, copyright, designs etc.) in relation to any content provided by Patron and published by CITYROOM on the CITYROOM Platform or otherwise. In the event of any claim/notice/order is received from any third party/authority alleging that the content relating to the Property is infringing any third party rights, then (i) CITYROOM Patron shall remove or cause to remove all infringing content from CITYROOM Platform as well as at the Property; and (ii) CITYROOM will also have the absolute right to remove/modify the said content (including but not limited to the name of the Property, images etc.,) from/in the CITYROOM Platform as well as OTAs where the Property is listed, as well as any signage/hoardings (which contains the CITYROOM brand) at the Property at the sole cost of the CITYROOM Patron, unless the CITYROOM Patron obtains an order from the competent court allowing continued use of such content

4. **Insurance** - The CITYROOM Patron shall during the term of the Agreement, maintain at all times appropriate insurances with coverage as per industry standards, which shall include but not be limited to fire insurance, commercial general liability insurance, error and omission liability insurance, etc., for the Property. You are advised to carefully review policy terms and conditions including coverage details and exclusions.
5. **Force Majeure** - Notwithstanding anything to the contrary contained herein CITYROOM shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, outbreak of an epidemic and/or pandemic, natural disasters, imposition of lockdown by any local, state and central government, significant or partial travel restrictions, interruptions, malfunction or breakdown of computer facilities, cyber-attacks, irretrievable breakdown of CITYROOM platform, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest.
6. **Relationship** - The parties' relationship, as established by this Agreement, is solely on principal to principal basis as independent contractors agreeing to provide service on the basis of this Agreement. Neither party is a legal representative, agent or employee of the other party, and other than specifically authorised under this Agreement, neither Party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other party for any purpose whatsoever..
7. **Assignment** - The CITYROOM Patron shall not assign, transfer or delegate this Agreement to any third party without CITYROOM's prior written consent. CITYROOM shall be entitled to assign the benefit of this Agreement to any other party at any time and shall inform the CITYROOM Patron thereof within a period of 30 days thereafter.
8. **Amendment/Modification** - CITYROOM reserves the right to amend the Commercial Terms by way of a prior written intimation to the CITYROOM Patron duly acknowledged and accepted by the CITYROOM Patron. Notwithstanding the foregoing, CITYROOM also reserves the right to modify these Terms (except Commercial Terms), at any time. It will be your responsibility to keep yourself updated with the Terms from time to time. We will endeavour to intimate you of any changes at least 30 (thirty) days prior to such changes becoming effective. Your continued usage of the CITYROOM Platform and Services would be deemed to be an acceptance of the Terms and the modifications thereto.
9. **Waiver** - Neither party's failure to exercise any right or remedy in consequence under these Terms will not constitute a waiver of such term or condition or prevent subsequent enforcement of such term or condition, unless agreed in writing.
10. **Notice** - Unless specified otherwise, any notices or other communications to CITYROOM Patrons under these Terms, will be provided electronically and given by CITYROOM via email, CITYROOM Platform notification, messaging service (including SMS and Whatsapp), or any other contact method that is enabled by CITYROOM and contact information provided by you. Any notices to CITYROOM shall be sent on legal@CITYROOMrooms.com
11. **Severability** - The CITYROOM Patron acknowledges and agrees that if any of the provisions of this Agreement is deemed invalid, void, illegal, and unenforceable, such provision shall stand severed from this Agreement and the remaining provisions of this Agreement shall remain valid and enforceable and binding on the Parties.
12. **Publicity** - The CITYROOM Patron understands and agrees that by virtue of the Services provided under this Agreement, CITYROOM shall use/publish the CITYROOM Patron and/or its Property's name, details and images including other details on any CITYROOM Platform(s) and online and offline demand channels. However, the CITYROOM Patron shall not have the right to use

the CITYROOM name or CITYROOM Marks in any independent sales or marketing publication or advertisement, or in any other manner, without prior written consent of CITYROOM, except for and to the extent permissible under this Agreement.

13. **Authority to execute and stamping** : By accepting to the terms (physically, electronically or through other legally recognised means of execution) this Agreement, the CITYROOM Patron represents and covenants that he/she has the authority to sign and execute this Agreement on behalf of CITYROOM Patron. Any duties, cesses or taxes (including stamp duty) payable on execution of this Agreement and any other instrument entered into under this Agreement shall be the responsibility of CITYROOM Patron and shall be borne by the CITYROOM Patron.
14. **Entire Agreement** - These Terms as may be supplemented by additional terms and conditions, including policies, guidelines, standards, and in-product disclosures (as well as those items incorporated by reference) contains the entire understanding between CITYROOM and you with respect to listing your Property on CITYROOM Platform and supersede any and all prior oral or written understandings or agreements between CITYROOM and you. You acknowledge and agree that if any of the provisions of these Terms are deemed invalid, void, illegal, and unenforceable, such provision shall stand severed from these Terms and the remaining provisions of these Terms shall remain valid and enforceable and binding on you and CITYROOM.

Appendix 1

DEFINITIONS

“Account” shall mean the account created by the CITYROOM Patron on the CITYROOM Platform.

“Applicable Law” shall mean the requisite information in relation to the CITYROOM Patron, including but not limited to Property details, personal details, copy of government identification, corporate identification, banking information, tax documentation etc.

“Approvals” shall mean all necessary approvals, permissions, authorizations, consents, clearances, licenses and notifications as may be applicable or required from any governmental, regulatory or departmental authority (central or state or local, including building sanctions, lift operating licenses, fire department clearance, tourism, local municipality approvals and licenses etc.) required by the CITYROOM Patron to carry on its business from the Property, which are valid and have not ceased or extinguished or suspended due to any reason.

“Contracted Rooms” shall mean the number of rooms listed on the CITYROOM Platform under this Agreement other than the Non Operational Rooms at the Property for listing on CITYROOM’s Platform and other OTA’s. Contracted Rooms shall at all times be under the operational control of the CITYROOM Patron.

“Commercial Terms” shall mean the financial terms associated with the provision of Products and Services under this Agreement as first agreed above and/or agreed subsequent to the signing of this Agreement based on which commission(s) and fee(s) will be charged by CITYROOM

“Data” shall mean any and all information (whether in verbal, written, manual or electronic form) received by CITYROOM and/or the CITYROOM Patron through the CITYROOM Platform, OTA, call centers, travel agents, directly from the guests, at the Property and/ or exchanged / received pursuant to the of acceptance of these Terms which includes but is not limited to CITYROOM’s information, CITYROOM Patron’s information, Property description and images, guest information, guest histories and preferences, guest identification details, etc

“Direct Guest Charges” shall mean any amounts charged by CITYROOM directly to guests towards guest experience which does not form part of the Revenue, and if collected by the CITYROOM Patron, the same shall be paid to CITYROOM.

“Go-Live Date” shall mean the date when the Property is listed and made available for bookings on the CITYROOM Platform.

“Non-Operational Rooms” shall mean the number of rooms other than the Contracted Rooms at a Property that are either retained by the CITYROOM Patron for own use and/or are non-sellable/non-serviceable and/or are under maintenance during the term of this Agreement.

“OTA” or “Online Travel Agent” shall mean all online travel agents, meta channels, online aggregators or any other online search engines where the Property is listed.

“OTA NOC” shall mean the no objection certificate executed by the CITYROOM Patron to assign its OTA credentials to CITYROOM.

“Patron, you, your, yourself” shall mean the company, individual, joint owner, partnership firm or a limited liability partnership entering into this Agreement and such CITYROOM Patron may be the owner, lessor or operator of the Property.

“CITYROOM Platform” shall mean and include the website www.CITYROOMrooms.com, any and all subdomains thereof, and any other websites through which CITYROOM makes the services available, our mobile, tablet and other smart device applications, and application program interfaces.

“CITYROOM Policies” or “Policies” shall collectively mean the time of acceptance of these Terms, and as may be updated from time to time and policy that may be issued by CITYROOM from time to time, including in relation to Standard Operating Procedures, Service Standards, Value Added Services, Product and Policies, Guest Booking Policy, Branding Policy, Quality Score/ 3C Policy, Privacy Policy, etc., and/or such other policies as referred above in the Terms. [Please insert hyperlink of the CITYROOM Policies]

“CITYROOM Products” or “Products” shall mean the offerings introduced by CITYROOM during the course of this Agreement whether physical/electronic or in the form of a service solely for the purpose of augmenting the CITYROOM Patron’s experience with CITYROOM or enhancing guest experience.

“CITYROOM Policies” or “Policies” shall collectively mean the time of acceptance of these Terms, and as may be updated from time to time and policy that may be issued by CITYROOM from time to time, including in relation to Standard Operating Procedures, Service Standards, Value Added Services, Product and Policies, Guest Booking Policy, Branding Policy, Quality Score/ 3C Policy, Privacy Policy, Digital Audit Policy, CITYROOM Secure Policy, Transformation Standards Policy etc., and/or such other policies as referred above in the Terms. CITYROOM Policies are available at <https://www.CITYROOMpatron.com/terms-and-policies>[Insert hyperlink on CITYROOM Policies / Co-CITYROOM application

“CITYROOM Services” or “Services” shall mean all the services offered by CITYROOM to the CITYROOM Patron pursuant to the terms of this Agreement for the purpose of equipping the CITYROOM Patron with enhanced operational capabilities, guest experience, technologies, demand channel and inventory management capabilities and revenue management services that enable the CITYROOM Patron to compete better, achieve higher occupancies through demand generation for the Property, generate Revenue and improve earnings by listing their Property on the CITYROOM Platform and other OTA’s

“CITYROOM Secure” shall mean a certain amount deposited in a secure wallet by the CITYROOM Patron as set out under the corresponding slab under Commercial Terms, which gets adjusted with the payment reconciliation.

“CITYROOM Wizard” or “CITYROOM Wizard Program” shall mean the customer loyalty program offered by CITYROOM to guests who upon payment of a membership fee avail certain discounts for their bookings for the membership duration in addition to availing any additional services which may be offered to other members of the CITYROOM Wizard Program from time to time.

“Platform Fee” shall mean the percentage of the Revenue towards use of CITYROOM’s Technological Know-How

“Property” shall mean the hotel / homes / flat / apartment, owned / leased and/or operated by the CITYROOM Patron.

“Revenue” for the purpose of calculation of Platform Fee and Demand Fee, shall mean all revenue generated from a guest’s stay at the Property including but not limited to the following:

1. all applicable charges for accommodation at the Property;
2. charges for room upgrades including applicable fee for early check-ins and late check-outs;
3. sale of room packages or any other tour and travel packages sold at the Property;
4. booking through OTA(s), other online channels and walk-in(s);
5. CITYROOM Patron references and other services provided;
6. All applicable levies, cesses, duties whether imposed by local / state / central authorities (wherever applicable), whether charged separately or not;
7. charges for food and beverages/meal plan (availed through the CITYROOM Platform or any other online/offline demand channel managed by CITYROOM); and
8. revenue from any chargeable activity (availed through the CITYROOM Platform or any other online/offline demand channel managed by CITYROOM) incurred during the guest’s stay at the Property.

“Service Fee” shall mean a certain percentage (%) of Revenue charged as per the corresponding slab set out under the Commercial Terms towards the demand generation for the Property through managing all the demand channels, both online and offline, including but not limited to CITYROOM Platform, OTA, CITYROOM offline sales, CITYROOM call center, walk-ins and may or may not include fees for Value Added Services or Products. However, Service Fee shall be reduced to the extent of any discounts and incentives offered by CITYROOM from time to time.

“Service Standards” shall have the meaning ascribed to it under Clause 3(H) of this Agreement and / or any other Policy issued by CITYROOM to lay down standards and parameters for measuring the performance of the Property, including but not limited to guest experience

“Transaction Tax” means a mandatory charge determined /determinable with reference to transaction(s), (on purchase / sale or rendering / receiving of service/ goods) to be levied under the Applicable Law or administrative order in force, including but not limited to value added tax, sales tax, goods and service tax, excise tax, sales and use tax, consumption tax, municipal tax, tourism tax, lodging tax, digital service tax or by whatever name called and includes interest, penalties and fines.

“Technological Know-how” shall mean to include but not be limited to the systems developed or used by CITYROOM in order to enhance the CITYROOM Patron’s management of the Property and performance in the nature of proprietary and distinctive techniques, technology, softwares, training methods, operating methods, designs and decor, apparel, color schemes, furnishings, marketing materials, promotional strategies, booking and guest management systems, revenue management services, OTA management services, along with, additional innovation and updates that CITYROOM brings to its systems and processes.

“Term” shall mean a period of 12 months commencing from the date first mentioned above and any renewal thereof, in accordance with its Terms.

“Value Added Services” or “VAS” shall mean new or improved technologies, tools, applications and services developed and introduced and offered by CITYROOM to the CITYROOM Patron to enhance occupancy, guest experience, etc. in relation to the Property from time to time.

“Walk-in Waiver” shall mean a certain percentage (%) of Service Fee charged on the Walk-in Revenue generated at the Property, which may be waived by CITYROOM, in accordance with its Terms.

“Walk-in Revenue” shall mean to include all booking and associated services revenue generated at the Property except booking revenue generated through the CITYROOM Platform and/or other demand channels managed by CITYROOM including OTA.