

## TERMS AND CONDITIONS

These terms and conditions (including the recitals below) constitute an agreement between our company, Yomillio Services India Pvt Ltd (**Yomillio** or **us**), and each of our network members (**you**).

### **Recitals**

Yomillio is a network for businesses, primarily small and medium businesses, and offers the following services to its network members (**Members**).

- **Sales:** Yomillio endeavours to introduce its Members to prospective clients, partners, and vendors.
- **Networking:** From time-to-time, Yomillio organizes informal theme-based gatherings for its Members, and may invite experts to these networking events, to allow Members to interact and share their knowledge and experiences.
- **Funding:** Yomillio endeavours to introduce its Members to banks, financial institutions and potential investors, in order to secure financial resources.
- **Place:** Yomillio Members can access hot desks, meeting rooms, virtual business addresses and other services at various locations that have partnered with Yomillio for such purpose. The facilities available depend on the Membership plan chosen. Desks, rooms and other services at any particular location are subject to availability and may require prior reservation.

All of the above services (**Services**) may be accessed by Members directly at Yomillio's offices and at various locations that have partnered with Yomillio. They may also be access through Yomillio's website (**Website**) or smart phone or tablet-based application (**App**) or through correspondence over email with Yomillio's authorized employees.

### **Agreement**

If you are using our Services for yourself, then this Agreement binds you. If, however, you are using our Services on behalf of a company, organization, institution or partnership, you consent to these terms and conditions on behalf of such company, organization, or institution or the partners of your partnership, as applicable, and represent that you have the authority to bind such company, organization, or institution, or the partners of your partnership, as applicable, to these terms. Furthermore, in such case, all references to you in these terms and conditions, refer to such company, organization or institution or the partners of your partnership, as applicable.

Please read these terms and conditions carefully. By using our Services or Website or App (**Offerings**), you accept and agree to be bound by these terms and conditions.

**BY USING OR ACCESSING OUR OFFERINGS YOU ACKNOWLEDGE YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.**

### **§ 1 USING OUR OFFERINGS**

1.1 You are entitled to join our network and use our Offerings only if you can enter into legally binding contracts under applicable law. By registering on or using our Offerings, you

represent that you have reached the legal age permitted under applicable law to use or view our Website or Apps and that you have read, understood and are bound by these Terms and Conditions, together with any related policies and guidelines (e.g., our privacy policy and guidelines) that are incorporated by reference in these terms and conditions.

1.2 You must follow any policies made available to you within any Offering.

1.3 Our Offerings are diverse and may be provided in collaboration with several third party business partners. Therefore, additional terms or product requirements, including our third party business partners' terms, may apply to certain Offerings. Use of third party services by Members will be subject to the terms and conditions specified by the concerned third party business partner.

1.4 We, as well as our third party service partners, reserve the right to change, amend or modify these terms and conditions at any time. Members are advised to regularly check on the Website or App, and with the third party service partners, for such updates or changes.

1.5 If any changes or updates to the Terms and Conditions are not acceptable, you should immediately cease to use our Offerings and cancel any accounts and Services you have previously signed up for. Your continued use of our Offerings after any change or update will constitute your acceptance of such change or update.

1.6 You may use our Offerings only as permitted by law and these terms and conditions. We may suspend or stop providing any Offering to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

1.7 Using any Offering does not give you ownership of any intellectual property rights in our Offerings. These terms do not grant you the right to use any branding or logos used in our Offerings.

1.8 In connection with your use of our Offerings, we may send you service announcements, notices, administrative messages, and other information. You may opt out of some of those communications. However, by using our Offerings you consent to receive these announcements, notices, administrative messages, and other information by any available means of communication, including physical mail, email, facsimile, short message service, WhatsApp (or equivalent services), and web notifications, even though such means of communication may not always be entirely secure and may be subject to hacking, denial of service or other interruptions.

1.9 When accessing our Services on our Website or App, you must do so in accordance with applicable law, and must not use our Website or App in a way that distracts you or prevents you from obeying traffic or safety laws.

## **§ 2 MEMBERSHIP IN THE NETWORK**

2.1 To register in our network, you must create a user account using the form provided by Yomillio or by entering information onto the relevant page or screen of the Website or App, and paying the applicable registration or membership fees specified.

2.2 Once you have provided such information and made such payment, Yomillio will register an account for your exclusive use, and provide you with a login ID (**User ID**) and password. You must use the User ID and password to log in to your exclusive account on the Yomillio network (**Account**). You must change the password subsequently.

2.3 Your Account is personal to you and for your exclusive use only, and you are responsible for its security and use.

2.4 When you provide any information to Yomillio, you undertake to provide current, complete, true and accurate information, not use any false or misleading information, and promptly update any changes in information previously provided.

2.5 If Yomillio suspects that any information provided by you is untrue, inaccurate, not current or incomplete, Yomillio shall be entitled to prevent further access to Offerings by you, and pursue such other remedies (including removal from the network) as may be determined by Yomillio (in its sole discretion) to be appropriate or required.

2.6 You are responsible for safeguarding the password that you use to access your Account and for any activities or actions undertaken in connection with your Account. You must not disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your Account.

2.7 You may terminate your Account with Yomillio in accordance with the procedure specified by Yomillio on its Website or App. In the event of termination of your Account, you authorize Yomillio to contact you to understand the reason for such termination.

2.8 By creating an Account, you consent to information provided by you being accessed and shared by us with other Members and third parties. Our use of such information will be subject to Yomillio's privacy policy available on the Website and/or App. The terms of the privacy policy are incorporated into this agreement by reference.

### **§ 3 MEMBER INTERACTIONS AND SERVICES**

3.1 If you connect with another Member within the Yomillio network or with a third party service provider introduced by Yomillio as part of the network Services, all interactions between you and such Member or third party service provider must be conducted on an independent basis.

3.2 In the event Yomillio shares information concerning other Members with you, you must treat such information as confidential information and use such information only for the purpose of conducting business with such Members and for no other purpose.

3.3 Yomillio may devise/ create ratings or other similar information for its Members, regarding their business, services or participation on the Yomillio network (**Ratings**). Such Ratings may be devised/ created by Yomillio using its proprietary algorithm and will be based, *inter alia*, on a Member's business ethics, quality of goods/services, time taken to respond, behaviour on the Yomillio network, initiative displayed, feedback from other Members, participation on the Yomillio network and other parameters that Yomillio may deem fit. Ratings will be made publically available to all Members on the Yomillio network and will also be made available to Yomillio's partners or any third parties that Yomillio chooses to disclose such Ratings. By joining the Yomillio network you consent to Yomillio obtaining, devising and publishing the Ratings and using the Ratings in any manner Yomillio deems fit. Yomillio shall not be liable for any loss or alleged loss, whether of reputation, goodwill, sales, customers or otherwise, resulting from the Ratings being made publically available by Yomillio.

3.4 Yomillio does not make any representation regarding the qualifications, antecedents, experience, reliability or otherwise of any other Member or third party service providers introduced by Yomillio.

3.5 Yomillio is not and will not be a party to any interaction, discussion, negotiation or agreement between you and such other Member or third-party service provider. All such interactions by you must be at your sole cost, initiative and based on your sole judgment and opinion.

3.6 Access to hot desks, meeting rooms, virtual business addresses and similar location-specific Offerings will be provided to Members subject to availability at the respective location. Charges for use of such services will be billed at the rates applicable for the concerned location and will be payable by the concerned Member.

3.7 Business addresses provided for use on Member business cards and websites may only be used to receive commercial, business mail by the concerned Member and for no other purpose. Without prejudice to the generality of the foregoing, such addresses may not be used as a registered office address, for purposes of any statutory filings, or to receive service of any legal or other notice. Commercial business mail addressed to a Member and received at such address will be forwarded subject to payment of applicable charges for such forwarding facility. Phone calls will not be entertained. In the event a Member misuses such business address or uses such address in a manner not permitted under these terms and conditions, Yomillio reserves the right to discontinue all Offerings to such Member and to pursue such other remedies against the Member as it deems fit, including by way of recovering additional costs and losses suffered by Yomillio as a result of such misuse or improper use.

#### **§ 4 PRICE AND PAYMENTS**

4.1 All fees, charges and registrations for membership and other services, including with regard to any free use periods, shall be as notified by Yomillio from time to time, either by way of a price list, or in sections of the Website or App available only to Members and Account holders.

4.2 Invoices for and records of Services utilized may be accessed after logging in to the Account on the Website or App or by sending a request to Yomillio setting out the details of the invoice copy or records of Service utilization required.

4.3 Members should make payments only in such manner as is prescribed by Yomillio (including via notified payment gateways) on Yomillio's Website or App.

4.4 All amounts are stated exclusive of applicable service tax (goods and service tax when applicable) and other indirect taxes, and such taxes shall be borne by the Member. In the event there are any other taxes applicable either in India or abroad, because of the domicile of a particular Member, then such taxes will be borne by such Member.

#### **§ 5 DISCLAIMER AND EXCLUSION OF WARRANTIES**

5.1 YOMILLIO'S OFFERINGS ARE PROVIDED AS IS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTY. YOMILLIO DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

5.2 YOMILLIO MAKES NO WARRANTY THAT THE INFORMATION ON YOMILLIO'S WEBSITE OR APP OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

5.3 YOMILLIO ONLY PROVIDES A PLATFORM THAT ENABLES INTERACTIONS BETWEEN MEMBERS INTER SE AND BETWEEN MEMBERS AND IDENTIFIED THIRD PARTY SERVICE PROVIDERS. YOMILLIO DOES NOT RECOMMEND ANY PARTICULAR MEMBER OR THIRD PARTY SERVICE PROVIDER FOR ANY PURPOSE. YOMILLIO DOES NOT UNDERTAKE TO VERIFY ANY MEMBER OR THIRD PARTY SERVICE PROVIDER INFORMATION AND MAKES NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS OR COMPLETENESS OF ANY INFORMATION OR CONTENT ABOUT MEMBERS OR THIRD PARTY SERVICE PROVIDERS MADE AVAILABLE BY YOMILLIO TO YOU.

5.4 WHILE MEMBERS MAY SUBSTANTIALLY BENEFIT FROM JOINING THE YOMILLIO NETWORK, PAST PERFORMANCE IS NO ASSURANCE OF FUTURE RESULTS AND YOMILLIO MAKES NO GUARANTEE THAT ITS MEMBERS WILL ACHIEVE ANY SALES TARGETS, GROWTH, REVENUE LEVELS, FUNDING OR OTHER BUSINESS OBJECTIVES.

## **§ 6 INTELLECTUAL PROPERTY RIGHTS**

6.1 Yomillio is the sole owner of all rights to its Website and App and is the owner or licensee of content available thereon. Unless otherwise indicated, all materials used by Yomillio on the Website or App or otherwise in connection with the Services, including trade names, brands, labels, designs, layouts, images, user-interfaces, domain-names, text, algorithms, and source and object code (**Intellectual Property**) are the property of Yomillio or its licensors. Yomillio's or its licensor's ownership and title over such Intellectual Property is protected by applicable laws. All ownership and intellectual property rights of Yomillio and its licensors in such Intellectual Property remain with Yomillio or its licensors, as the case may be, and do not pass on to you.

6.2 Subject to the restrictions set out below and elsewhere in these terms and conditions, you may view, download and print pages from Yomillio, including its Website and App (**Yomillio Content**), for use in connection with your business only. You must not reproduce, duplicate, copy or otherwise exploit such Yomillio Content for any other purpose whatsoever. You must not use any Yomillio Content for or in connection with any purpose, activity or conduct that is prohibited under § 7 of these terms and conditions. You must not edit or otherwise modify any Yomillio Content or remove any copyright or other notices contained in any Yomillio Content.

6.3 You agree to inform us of any un-authorized use of our Intellectual Property or Yomillio Content that comes to your knowledge and to cooperate with us in restricting and prohibiting such un-authorized use.

## **§ 7 PROHIBITED ACTIVITIES**

7.1 As a critical and material condition for your use of our Offerings, you undertake that you will not at any time, directly or indirectly, do or permit to be done all or any of the following.

- a. Harass, spam or bother other Members or persons through the Yomillio network;
- b. Use the information provided by Yomillio, including but not limited to information of other Members, to form a business that competes with Yomillio;
- c. Probe, scan or test the vulnerability of Yomillio or our Offerings;
- d. Restrict or inhibit any other person from using and enjoying our Offerings;

- e. Engage in or encourage fraudulent conduct or conduct that would constitute any other criminal offense or give rise to civil liability;
- f. Distribute in any manner or upload any harmful, obscene or otherwise illegal or objectionable material of any kind;
- g. Post, send, submit, publish, or transmit proprietary material of any third party without their consent;
- h. Impersonate or misrepresent your affiliation with any person or entity;
- i. Send altered, deceptive, or false source-identifying information, including by way of “spoofing” or “phishing”;
- j. Violate any law or undertake any activity that could upon the occurrence of a third party action or omission violate any law;
- k. Knowingly post, send, submit, publish or transmit programs that contain viruses, worms, Trojan horses, malware or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications;
- l. Violate or attempt to violate, the security of Yomillio;
- m. Use Yomillio or our Offerings to infringe the intellectual property rights of others in any way;
- n. Use Yomillio or our Offerings in any way that might:
  - i. invade the privacy of, obtain the identity of, or obtain any personal information or documents concerning (including but not limited to IP addresses of) any of our Yomillio Account holders or Members; or
  - ii. modify, erase or damage any information contained on the computers of Yomillio or any Members or third party service providers; or
  - iii. reverse engineer any portion of Yomillio or our Offerings or any applications or software used therein or in relation thereto; or
  - iv. Co-brand or frame the Website or App; or
  - v. Assist or permit any persons in engaging in any of the activities described above.

For purposes of these terms and conditions, “co-branding” a site means to display a name, logo, trademark, or other means of attribution or identification in such a manner as is reasonably likely to give a user the impression that the person whose name, logo, trademark, or other means of attribution or identification is used has the right to display, publish, or distribute the site or content accessible within the site.

7.2 You agree to cooperate with us in causing any unauthorized use, co-branding, or framing to immediately cease.

7.3 If you violate any of the above terms and conditions, we may issue a warning about the violation, or we may choose, at our sole discretion, to immediately terminate or suspend any and all of your Accounts.

7.4 You acknowledge that we are not required to provide you notice before terminating or suspending any of our Offerings, but may choose to do so. We reserve the right to deny, in our sole discretion, any user access to Yomillio or our Offerings without notice and for any reason.

7.5 Yomillio reserves the rights to monitor your use of our Offerings, to determine compliance with these terms and conditions, or to improve our Offerings, as well the right to remove or refuse any information for any reason or suspend your access of Yomillio for any reason.

7.6 Yomillio reserves the rights to investigate and to involve and cooperate with law enforcement authorities, and to pursue any investigation pertaining to civil lawsuits or criminal prosecution for any alleged or actual illegal activities involving Yomillio or any of the Offerings.

## **§ 8 LIMITATION OF LIABILITY**

8.1 YOMILLIO SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE USE OF ANY OR ALL OF THE OFFERINGS, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO USE OF SERVICES, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF YOMILLIO HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME).

8.2 WITHOUT PREJUDICE TO THE FOREGOING, THE AGGREGATE LIABILITY OF YOMILLIO TO YOU AND ANY PERSONS CLAIMING THROUGH YOU FOR ANY REASON AND FOR ALL CAUSES OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO YOMILLIO OR THE OFFERINGS OR THIS AGREEMENT, INCLUDING ANY ABILITY TO ACCESS OR USE THE SAME, SHALL NOT EXCEED INR 20,000.

## **§ 9 BREACHES AND INDEMNITY**

9.1 Without prejudice to our other rights under these Terms and Conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to any or all Offerings, prohibiting you from accessing the same, blocking devices using your IP addresses from accessing the Offerings, contacting your internet service provider to request that they block your access to the same and/or bringing proceedings against you.

9.2 Without limiting Yomillio's other rights and remedies you agree to indemnify and hold Yomillio harmless, and to defend Yomillio from and against any claim, demand, cause of action, debt, loss or liability, including reasonable attorneys' fees, to the extent that such action is based upon, arises out of, or relates to: (i) your use of the Offerings; (ii) any dispute between you and any other Member or third party service provider; (iii) your violation of the these terms and conditions (including any third party service provider terms and conditions incorporated by reference herein); (iv) the infringement by you, or any other person using your password and Account, of any right of any third person; or (v) any other activities of yours accomplished using the Offerings.

## **§ 10 JURISDICTION AND DISPUTE RESOLUTION**

10.1 These terms and conditions will be governed by and construed in accordance with laws of India, and subject to the following provisions on arbitration, any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts in Bangalore, Karnataka.

10.2 Any claims, controversies or disputes arising out of or in connection with these terms and conditions between you and Yomillio, if not resolved by mutual discussion in 30 days, shall be resolved by binding arbitration conducted by a sole arbitrator. The appointment of the arbitrator and the conduct of the arbitration shall be accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder. The arbitration shall be conducted at Bangalore and in English.

## **§ 11 MISCELLANEOUS**

11.1 You will not hold Yomillio responsible or liable for any delay or non-performance of any obligations under these terms and conditions that may occur due to any cause (s) beyond our reasonable control including but not limited to, acts of God, changes in law, war, fire, flood, explosion, civil commotion or the like.

11.2 These terms and conditions and the Offerings provided are personal to you. You are prohibited from assigning, transferring or conveying any part thereof to any third party or entity, without our prior written consent.

11.3 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions will continue in effect. If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

11.4 These terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.

11.5 These terms and conditions (including any third party terms and conditions incorporated herein by reference), together with our privacy policy constitute the entire agreement between you and us in relation to the subject matter hereof.

## **§ 12 HELP DESK**

We are committed to promptly address any grievances that you might have in connection with these terms and conditions or our Offerings. Please communicate any grievances you might have to our grievance officer notified on our website by e-mailing her at [rekha.rajendra@yomillio.com](mailto:rekha.rajendra@yomillio.com) or calling her at +91 80 4908 3288 at such other contact numbers and email address as is specified on our Website.