

1. INTRODUCTION

- (a) FEJ Facilities Management Private Limited ("**QuickPerks**" or "**we**"), a company incorporated under the laws of India, brings to you the best deals in lifestyle products and services and offers you an extensive online experience to view and shop for exclusive local products offered by leading brands at competitive prices. QuickPerks uses its resources and aggregates the buying power to get you the best deals for products and services from third party vendors ("**Vendors**"). Our service is a medium that can be utilized by you to buy products and/or avail services at competitive price ("**Services**"). QuickPerks owns and manages the website, www.quickperks.com ("**Website**"), which forms an integral part of our Service and use of our Services includes access/ use of our Website
- (b) Please read the terms and conditions mentioned herein carefully before using our Services or registering, accessing, browsing, or using our Website. By using the Service, you agree to be bound by the terms and conditions herein including the policies which are incorporated herein by way of reference, any additional guidelines and future modifications ("**Terms of Use**"). By accepting these Terms of Use, you also accept and agree to be bound by other policies of QuickPerks (including but not limited to the Privacy Policy) as amended from time to time.
- (c) The Terms of Use (in this electronic form) is a legal contract between QuickPerks and you, you being a corporate, an individual customer, user, or beneficiary of the Services, and is legally binding on you. By using the Services, you signify that you have the legal authority to accept the practices described in this Terms of Use on behalf of yourself and any entity, corporate or other party you represent in connection with your use of the Services. QuickPerks may allow you to use the Services and may grant you permission to use such other services as may be provided by QuickPerks from time to time on the terms and conditions provided herein.
- (d) QuickPerks reserves the right, at its sole discretion, to revise, add, or delete portions of the Terms of Use any time without notice. You shall re-visit the 'Terms & Conditions' link on the Website from time to time to stay abreast of any changes that we may introduce.
- (e) By using the Services you signify your acceptance to the Terms of Use. If at any time you do not agree to the Terms of Use or do not wish to be bound by the Terms of Use, you may not access or use the Site and immediately terminate your use of the Services.

2. ELIGIBILITY TO USE AND ACCESS THE SERVICES

To be eligible to use the Services and the Site, you must meet the criteria provided below:

- (a) You must be either more than 18 years of age or possess legal parental or guardian consent, and must be fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Terms of Use and to abide by and comply with the Terms of Use. In case you belong to a country/legal jurisdiction which requires higher age limit than 18 years, you agree not to use the Services until you are of such age;

- (b) You are currently not restricted from the Services and/or not otherwise prohibited using our Services;
- (c) You shall use your real name and provide accurate personal information to QuickPerks while using the Services; and
- (d) You shall not violate any rights of QuickPerks or any third party, including intellectual property rights such as copyright, trademark rights, etc.

3. PERMISSION GRANTED TO USE THE SERVICES

Subject to the terms and conditions set out in the Terms of Use, QuickPerks grants you the permission to avail the Services on a non-exclusive, non-transferable and non-commercial basis subject to the following terms. You agree:

- (a) to use the Services for your own personal purposes alone (whether you being an individual or a corporate) and not for commercial purposes. The discounts and offers made available to you by QuickPerks is for your personal use and cannot be transferred or sold to a third party for any consideration (whether monetary or not) or otherwise;
- (b) to not use the Services to harass others by any means including by way of defamatory posts, distribution of spam, impersonation of persons, causing harm or exploitation of minors or in any other manner that may be prejudicial to the interests of a third party and is prohibited as such by applicable law;
- (c) to not download any content from the Website unless you see a “download” or similar link displayed on the Website for that particular content;
- (d) to not copy, reproduce, make available online or electronically transmit, publish, adapt, distribute, broadcast, display, sell, license, or otherwise exploit any content on the Website for any purposes without the prior written consent of QuickPerks and/or third parties owner/ licensors of such content on the Website. QuickPerks and the third parties owner/ licensors of such content reserve all rights not expressly granted herein and to the Services;
- (e) to not circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any QuickPerks content or enforce limitations on use of the Services;
- (f) to not create derivative works or materials that otherwise are derived from or based on the contents on the Website, including montages, mash-ups and similar videos, wallpaper, desktop themes, greeting cards, and merchandise, unless it is expressly permitted by QuickPerks in writing. This prohibition applies even if you intend to give away the derivative materials free of charge;
- (g) to not either directly or through the use of any device, software, internet site, web-based service, or other means copy, remove, alter, bypass, avoid, interfere with, or circumvent or infringes any copyright, trademark, or other proprietary notices marked on the content or any digital rights, management mechanism, device, or other content protection or access control measure associated with the content;

- (h) to not share any content on the Website that is unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable;
- (i) to not share any content (text or graphic) on the Website that contains nudity, sexually explicit content or pornography;
- (j) to not share any content (text or graphic) on Website that contains hateful, defamatory, or discriminatory content or incites hatred against any individual or group;
- (k) to not share any content on the Website that contains software viruses, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of QuickPerks or any user of QuickPerks;
- (l) to not share any content on Website or otherwise that implies or states, directly or indirectly that you are affiliated with or endorsed by QuickPerks unless you have entered into a written agreement with QuickPerks;
- (m) to not threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation; and
- (n) to not violates any applicable law.

4. INTELLECTUAL PROPERTY RIGHTS

All the information on the Website and in relation to the Services is owned either by QuickPerks or by thirds parties and which is licensed (by the Vendors, our business partners, affiliates, etc.) to QuickPerks. Unless otherwise specified, all intellectual property rights in relation to the Website and the Services, including, without limitation, any and all trademarks, rights, title and interest in and to copyright, related rights, patents, utility models, trademarks, trade names, service marks, designs, know-how, trade secrets and inventions (whether patentable or not), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks belong either to us or our affiliates/ business partners. Any use, reproduction or distribution of such material by you will be considered a breach of the Terms of Use.

5. REGISTRATION AND USER ACCOUNT

- (a) **Registration:** To fully use the Services, you must register as a member on the Website by providing a display name, password, and valid email address. You must provide complete and accurate registration information to QuickPerks and notify us in writing if your information changes. Please note that personal or non-personal information provided by you may be used by QuickPerks in the manner provided in the Privacy Policy.
- (b) **Account Security:** You are responsible for all activity that occurs under your account, including any activity by unauthorized users. You must not allow others to use your account. You must safeguard the confidentiality of your password. If you are using a computer, or any other device by which you access the Website, which others have access to, you must log out of your account after using the Services. You agree to not allow unauthorized users to use the Services through your account on the Website or

through any other means. If you become aware of an unauthorized access to your account, you must change your password and notify us immediately.

- (c) Termination rights reserved by QuickPerks: QuickPerks reserves the right to immediately terminate or restrict your account or your use of the Services or access to the Website without any notice or liability.

6. PRIVACY

Your privacy rights are set forth in our Privacy Policy, which forms a part of the Terms of Use. Please review the Privacy Policy by visiting the ‘Privacy Policy’ link on the Website to learn about:

- (a) What information we may collect about you;
- (b) What we use that information for; and
- (c) With whom we share that information.

We recommend that you carefully read the Privacy Policy.

7. COLLECTION OF INFORMATION FROM VENDORS AND BUSINESS PARTNERS

We may collect information from the Vendors regarding the purchases made by you from such Vendors. You authorize such Vendors and their respective agents to disclose to us any and all information with respect to your purchase of goods and services. You authorize us to use any such information and to disclose such information, including but not limited, to (a) our representatives and agents, (c) comply with requests, orders from courts of law or any regulatory, legislative or administrative bodies and (d) otherwise in accordance with the terms of our Privacy Policy and Terms of Use.

8. THIRD PARTY SITES AND DEVELOPERS

QuickPerks may include links to third party web sites (“**Third Party Sites**”) on the Website. You are responsible for evaluating whether you want to access or use a Third Party Site. You should review any applicable terms or privacy policy of a Third Party Sites before using it or sharing any information with it. QuickPerks is not responsible for and does not endorse any features, content, advertising, products or other materials on or available from Third Party Sites. QuickPerks also does not screen, audit, or endorse the Third Party Sites. Accordingly, if you decide to use the Third Party Sites, you do so at your own risk and that the Terms of Use does not apply to your use of any Third Party Sites.

9. INDEMNITY

You agree to indemnify, save, and hold QuickPerks, and its shareholders, directors, officers, employees, agents, representatives, harmless from any claims, losses, damages, liabilities (actual or contingent, present or future), whether suffered or incurred by or arising directly or indirectly including legal fees and expenses, arising out of (i) any breach or violation of the terms of the Terms of Use, (ii) any claims made by any third party on QuickPerks in relation to the goods purchased and/or services availed by you from such third party, (iii) your violation of any third party right, including without limitation any intellectual property right of QuickPerks and/or any third party.

10. DISCLAIMER OF WARRANTY

- (a) QuickPerks does not make any representation or warranty in respect of the products or services proposed to be sold or offered to be sold and purchased by you from the Vendors. We do not support or endorse the sale or purchase of any products or services.
- (b) All purchases made or services availed by you from the Vendors is subject to the terms and conditions as agreed between you and the Vendors alone. Such terms and conditions may include without limitation, the price of the products/ services, payment terms and mode of delivery, warranties related to products and services and after sales services related to such products and services. We do not have any control or do not determine or advise or in any way involve ourselves in the purchases made and/or services availed by you from the Vendors.
- (c) QuickPerks shall not be responsible for any non-performance of services by the Vendors or its agents, representatives or any defect or default in the products sold by the Vendors and any disputes arising therefrom. QuickPerks shall not and is not required to mediate or resolve any dispute or disagreement between you and Vendors. QuickPerks is not responsible for any unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.
- (d) Some of the text, graphics, visual interfaces, photographs, trademarks, logos, sounds, music and artwork may belong to third parties (including but not limited to the Vendors) and QuickPerks is not responsible for such third party contents.
- (e) If you are using our Services as a corporate, you may permit your employees to use the Service, provided that you shall ensure that all such employees comply with the Terms of Use. In the event of any acts, omissions, or violation of the Terms of Use by your employee, you will be fully liable for the acts, omissions, or violation of the Terms of Use.
- (f) You agree that your use of the Services shall be at your sole risk. To the fullest extent permitted by law, QuickPerks, its officers, shareholders, directors, employees, and agents exclude all warranties, express or implied, in connection with the Services and your use thereof. QuickPerks does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered or sold by the Vendors through the Services or any hyperlinked services or features in any banner or other advertising on the Website, and QuickPerks will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. To the fullest extent permitted by law, QuickPerks excludes all warranties, conditions, terms or representations about the accuracy or completeness of the content on the Website or the content of any sites linked to the Website and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of the content of the Website, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website and our Services and/or the products or services of third parties, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the Website.
- (g) If you are dissatisfied or harmed by QuickPerks, you may stop using the Services and such action shall be your sole and exclusive remedy.

11. LIMITATION OF LIABILITY

To the fullest extent permitted by law, in no event shall QuickPerks, its shareholders, officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, lost profits, loss of goodwill, work stoppage, loss of business, business interruption, any other losses or expenses or any direct, indirect, incidental, consequential, special, exemplary, or punitive damages or injury, whatsoever resulting from (i) from your access to the Website and use of the Services, (ii) purchase, sale or use of the products purchased by you and/or services availed by you from the Vendors or any other third parties or any transaction entered by you with the Vendors or any other third parties, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption, suspension or termination of service in the Services.

12. TERM AND TERMINATION

- (a) **Term:** This Agreement begins on the date you first access or use the Services and shall continue unless terminated by QuickPerks.
- (b) **Termination of Services by QuickPerks:** QuickPerks may terminate the Services, in its sole and absolute discretion, if you have breached or violated any term of these Terms of Use. QuickPerks may suspend, disable, or delete your account in case of such termination. If QuickPerks deletes your account and/or terminate the Services, you may not re-register for the Services. QuickPerks may block your email address and Internet protocol address to prevent further registration.

13. NO WAIVER, AMENDMENT AND SEVERABILITY

No exercise, or failure to exercise, or delay in exercising any right, power, or remedy vested in QuickPerks under or pursuant to the Terms of Use shall constitute a waiver by QuickPerks of that or any other right, power, or remedy. This Agreement constitutes the entire agreement between you and QuickPerks. The terms contained in the Terms of Use may be amended or varied by QuickPerks. If any provision of the Terms of Use is held to be unlawful, void, or unenforceable, you agree that such provision will be deemed severable from the Terms of Use and will not affect the validity and enforceability of any remaining provisions of the Terms of Use.

14. ASSIGNMENT

The Terms of Use may be transferred or assigned by QuickPerks without any restriction.

15. REMEDIES

All remedies of QuickPerks under the Terms of Use whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.

16. GOVERNING LAW AND JURISDICTION

This Agreement will be governed by and construed in accordance with Indian laws. It is agreed by you that you shall submit to the exclusive jurisdiction of the Courts at Mumbai in connection with any dispute arising out of or in connection with the Terms of Use.