## 1. TERM

This Agreement shall commence on the date the products (more fully set out in the Schedule) ("**Product(s)**") are delivered to the customer (the details of whom are more fully set out in the Schedule) ("**Customer**") by Edunetwork Private Limited ("**Rentomojo**") or its product partner ("**Product Partner**") and remain in full force and effect until such time the Products are returned to Rentomojo or the Product Partner and all payments have been received by Rentomojo or such Product Partner from the Customer.

Unless the Agreement has been terminated prior to the expiry of the minimum tenure [the tenure selected by Customer at the time of placing the order or 3 months for bundle products provided under the "Limitless Plan"] as per clause 14 of this Agreement, on the completion of the minimum tenure, this Agreement shall be deemed to be renewed automatically on a monthly basis if the same is agreed between the Product Partner and Rentomojo, until such time the Customer himself/herself terminates the Agreement ("Auto Renewal Period"). The Customer hereby agrees that Rentomojo reserves the right to reject auto renewal at its sole discretion. In the case of such rejection, the Customer shall be provided with an option to accept the replacement of such Product or to terminate the subscription pertaining to that particular Product.

In case of products not rented under Limitless Plan, the Customer may on his/her own and if the same is agreed between the Product Partner and Rentomojo, extend the minimum tenure of the order for a further period any time prior to the completion of the ongoing minimum tenure and avail reduced monthly rentals for such extended period by the Customer. It is hereby clarified that, in case of Auto Renewal the Customer shall not be entitled to the reduced monthly rentals. On the extension of the minimum tenure by the Customer, Rentomojo shall send the revised Schedules to the Customer with the renewed details of the extended minimum tenure, revised monthly rentals and Early Closure charges applicable to such extended minimum tenure.

## 2. EARLY CLOSURE

Rentomojo provides its Customers with an option to terminate the Agreement anytime during the term of the Agreement ("**Early Closure**"). In case of Early Closure, the Customer can request to close the order by informing Rentomojo any time prior to the date the Customer wishes to close the order. Rentomojo provides its Customers with different monthly rental rates depending on the minimum tenure selected by the Customer at the time of order placement and during the extension period by the Customer. In the event of Early Closure, the Customer shall be liable to pay the Early Closure charges which shall be calculated (please refer www.rentomojo.com for a detailed break up) based on the tenure selected by the Customer (3 months in the case of Limitless Plan). The Early Closure charges shall be maximum up to the total amount of the Security Deposit paid by the Customer, excluding any rental dues and damage charges.

The Customer shall not be liable to pay Early Closure charges if the Customer has completed a minimum tenure of 3 (three) months ("**Early Closure Waiver**"). Early Closure Waiver is applicable on one single order only, and the same cannot be clubbed with any other order for the purpose of Early Closure Waiver. The Customer shall not be liable to pay Early Closure charges for termination during the Auto Renewal Period.

## 3. PAYMENT

Rentomojo will raise the invoice on the 1st day of every month, and payment is due on the 10th day of the month ("**Due Date**"). The Customer will pay the rental charge as per the invoice,

which will be visible in the Customer's Rentomojo account and mailed to the Customer's registered e-mail address.

Payment made beyond the Due Date shall incur a late fee. Late fees shall be levied on the rental due amount only. The late fees of 10% per annum shall be levied on the invoice amount from the 11th day of the month. If the Products are delivered anytime during the middle of the month, the first month shall be calculated on a pro-rata basis from the date of delivery until the last day of the first month. In case of order expiry or termination or early cancellation, the last month's rental shall be calculated on a pro-rata basis until the date of pickup of the Product from the Customer.

The Customer shall make all payments to Rentomojo only. Rentomojo shall not be liable for any payment made to any broker/third party by the Customer.

Rentomojo reserves the right to share information with credit rating agencies pursuant to Clause 11 of this Agreement. The Customer hereby agrees that nonpayment of rental dues, late fees, asset value leased, and any other non-payment, may affect the credit rating of the Customer, and Rentomojo shall not be liable for any claim from the Customer for sharing such information with credit rating agencies. In the event, that the Customer does not make payments to Rentomojo or does not return the Products and is not traceable, in addition to any other right of Rentomojo, the Customer agrees that Rentomojo and / or the Product Partner shall have the right to reach out to the Customer's relatives, friends, employer, offices and shall inform them about the Customer's default. The Customer hereby agrees that neither Rentomojo nor the Product Partner shall be liable for any inconvenience or loss caused to the Customer for such action by Rentomojo and / or the Product Partner.

#### 4. SECURITY DEPOSIT

In addition to the monthly rental, the Customer shall pay a refundable security deposit ("**Security Deposit**"). The Security Deposit shall not carry any interest for the entire tenure. The Security Deposit shall be refunded to the Customer on termination and after taking delivery of all the Products from the Customer's possession. Once the final quality check is performed on all the Products, and in case no damage is found, the Security Deposit shall be refunded within 15-21 working days to the Customer.

Rentomojo shall refund the Security Deposit to the account from which the Security Deposit was paid by the Customer. In case the Customer wishes to get the refund to any other account, the Customer shall provide Rentomojo with the details of the account via e-mail from the registered email address of the Customer and/or upload the account details on the dashboard available on Rentomojo's website prior to the pick-up of the Products. The same account details shall be confirmed at the time of the pick-up of the Products.

In case any damage is found in any Product, Rentomojo shall have the right to deduct the charges for the damages or monthly dues from the Security Deposit paid by the Customer and shall refund the remaining amount to the Customer. In case of default in the payment of monthly rentals (including late fee), Rentomojo shall have the right to deduct such monthly rental dues from the Security Deposit and may at its sole discretion refund or forfeit the remaining balance of the Security Deposit.

The Security Deposit shall not include any monthly rental. The Customer cannot request for the monthly invoice dues to be adjusted from the Security Deposit.

# 5. ORDER CONFIRMATION

On receipt of the order and the Security Deposit and completion of Know Your Customer ("**KYC**") process by the Customer to the satisfaction of Rentomojo, Rentomojo shall confirm the order with the Customer by sending a confirmation to the Customer's Rentomojo account as well as the registered e-mail address of the Customer.

In the event, that any product selected by the Customer is unavailable, Rentomojo shall inform the same to the Customer. Rentomojo reserves the right to replace any product selected by the Customer in the event of unavailability. The Customer shall be provided with an option to either accept or deny such substitution at the time of confirming the order. Mere payment of the Security Deposit shall not be considered as the valid contract. In the event, that the Customer does not accept the substitute Product, Rentomojo shall refund the Security Deposit paid by the Customer as per Clause 4 of this Agreement.

The order raised by the Customer shall be processed subject to successful verification of the KYC and serviceability of the Customer location as per Rentomojo and / or Product Partner's Policy. In case the KYC verification is not successful, or the location is not serviceable by Rentomojo and /or the Product Partner, Rentomojo reserves the right to reject the Customer's order, Rentomojo also reserves the right to reject the Customer's order at any time prior to delivery, at its sole discretion without assigning any reason even after successful KYC or serviceability of the location. In the event the order is rejected by Rentomojo, the Security Deposit paid by the Customer shall be refunded to the Customer as per Clause 4 of this Agreement.

The confirmation of the order placed by the Customer is also subject to verification of all the details of the Customer (including but not limited to his / her credit score) provided by him / her or sourced by Rentomojo. The Customer authorizes Rentomojo to verify all the details provided by him/her and verify his/her credit score by evaluating their credit report with the help of any credit bureau and/or any other third party.

## 6. **DELIVERY**

On confirmation of the order by the Customer, Rentomojo or its Product Partner shall, through themselves or through their respective logistic partner ("Logistic Partner") deliver the Products to the location specified by the Customer.

The Customer shall be present at the location at the time of delivery agreed between Rentomojo / Product Partner / Logistic Partner (as the case may be) and the Customer. In case the Customer is unavailable at the time of delivery, the Customer shall appoint a representative (give an authorization letter) to take delivery of the Products and the same shall be communicated to Rentomojo / Product Partner / Logistic Partner prior to the delivery. The representative shall provide a copy of his/her ID proof and authorization letter from the Customer to the delivery personnel assigned by Rentomojo/ Product Partner / Logistic Partner / Logistic Partner.

In case the Customer is not present or has not assigned a representative for taking the delivery, at the location and a second delivery attempt is required, Rentomojo shall charge an extra delivery cost to the Customer.

Rentomojo / Product Partner shall inspect the quality and ensure that the Products are working and in usable condition before the delivery of the Products to the Customer. The Customer or its appointed representative shall inspect the Products for any damage and quality during the time of

delivery. In case any Product is damaged during transit or unfit for use, Rentomojo / Product Partner shall replace the same at its own cost and in case a replacement is not required, such damage shall be noted in the delivery receipt and a photo of the same shall be taken for record. In case any claim of damage is brought against the Product after the acceptance of delivery by the Customer, Rentomojo / Product Partner shall not be responsible towards replacing the Product and Rentomojo shall levy a damage to be ascertained as per the damage policy below.

The Customer shall ensure the entry of the delivery vehicle inside the premises where the delivery location is situated and ensure that prior permission is obtained for the use of elevator of the building, for delivery of the Products to the location.

# 7. DAMAGE / THEFT / LOSS

The Customer hereby agrees that in case of any damage caused to the Product or theft (including disappearance) or loss of the Product, the Customer shall be solely liable towards repair and replacement cost of the Product. In the event the Product is stolen or damaged beyond repair, the Customer shall be liable to pay Rentomojo the market price of the Product. Minor scratches and chipping (depending on size) to wooden furniture shall be considered as normal wear and tear.

The extent of damage will be ascertained by comparing against the quality control document signed by the Customer and the photographs taken on delivery and return pickup day.

Rentomojo / Product Partner shall ascertain the extent of the damage and applicable penalty for such damage on the receipt of the Products from the Customer. In the event it is found that in any Product, any substandard parts are used, or repair carried out by any person not authorized by Rentomojo/ Product Partner, then a penalty may be levied as per the policy of Rentomojo. Any removal, alteration, disfiguring or cover up of any numbers, lettering, or insignia displayed on any Product shall be considered as a damage to the Product and shall be chargeable against the Customer. A damage claim report shall be sent to the Customer's registered e-mail address.

A quality check report stating the damages if any or a clearance sheet will be created and a copy of the same will be provided to the Customer immediately.

# 8. DAMAGE WAIVER

Rentomojo offers Customers the option to secure their rented products through mojo secure ("**Mojo Secure**"), a damage waiver plan that covers certain types of damage. When a Product is protected under Mojo Secure, all involuntary damages, including regular wear and tear, scratches, dents, and similar issues, will be waived up to 100%. The waiver percentage is at the sole discretion of Rentomojo. To receive this coverage, the Customer must pay a monthly amount in addition to the monthly rental fee. The coverage provided by Mojo Secure will equal the market value of the rented Product at the time of rental.

# 9. MAINTENANCE

Rentomojo / Product Partners and / or their respective service partner ("**Service Partner**") shall provide maintenance of the Products delivered to the Customer, for the entire duration of the Agreement or on request from the Customer. Rentomojo / Product Partner / Service Partner shall provide cleaning (one time per year) of the furniture, only after completion of minimum 12 months tenure by the Customer. The periodic maintenance shall not include any damage or breakdown due to mishandling by the Customer.

In case any additional maintenance / service is required for the Products, the Customer shall raise the request for such service. Initially, Rentomojo /Product Partner / Service Partner may try to resolve the issue over the call. In case the same is not resolved, Rentomojo / Product Partner / Service Partner shall send its representative within 3-5 working days from the date of service request raised by the Customer to assess and repair the Product. In case the issue cannot be resolved at the Customer's Premises, Rentomojo's / Product Partner's / Service Partner's representative shall pick up the Product from the Customer's premises to be repaired at Rentomojo's / Product Partner's / Service Partner's premises.

Rentomojo/ Product Partner / Service Partner shall carry out the maintenance/repair of the Product within 3-10 working days after the request has been raised by the Customer. In the event, that the issue is not resolved during repair, Rentomojo / Product Partner shall provide a replacement for the Product. Any additional cost incurred by Rentomojo/ Product Partner / Service Partner during the maintenance and cleaning due to damages shall be borne solely and paid by the Customer, either via online payment or as advised by Rentomojo service representative. The Customer shall also be liable to pay for any quality assessment check (QC) cost incurred and or any service charges incurred by Rentomojo / Product Partner / Service Partner for the service. Any service arising out of the damage caused to the Product due to usage by the Customer, the Customer shall be liable to pay for the same.

In case the service of the Product is due to manufacturing defects, the Customer shall be charged for the monthly rentals on a pro rata basis for the number of days the Product is used by the Customer, excluding the duration of service. However, in case the service of the Product is due to any damage done by the Customer, then the Customer shall be liable to pay the monthly rentals for the entire duration the Product was in service. However, in case the service period of the Product exceeds 30 days, the Customer shall not be liable to pay the monthly rent for the duration beyond such 30 days.

## 10. INSPECTION

Rentomojo / Product Partner reserves the right to inspect the Product delivered to the Customer during the term of the Agreement. Rentomojo / Product Partner shall provide reasonable prior intimation to the Customer regarding the visit for inspection of its own or Service Provider's representative to avoid any inconvenience to the Customer. The Customer shall ensure that the representative of Rentomojo / Product Partner / Service Provider is provided with proper access to all the Products / premises for inspection.

## 11. DATA OF CUSTOMERS

Rentomojo reserves the right to disclose the data ("**Data**") of the Customers (including the personally identifiable data but excluding the financial data) with its Products Partners, Service Partners, Logistics Partners and any other partners and affiliates ("**Business Partners**"), solely for the purpose of providing services under the Agreement and the Customer hereby authorizes Rentomojo to do so. Rentomojo shall neither use nor disclose the data of the Customers for any purpose not enumerated in the Agreement.

Notwithstanding anything contained in this Clause, Rentomojo reserves the right to disclose:

- a) The Data in case it is required to be disclosed by way of an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process, law or governmental order, decree, regulation or rule; and
- b) Financial Data of the Customers with credit rating agencies. The Customer hereby agrees that non-payment of rental dues, late fees and any other non-payment, may affect the credit rating of the Customer and Rentomojo shall not be liable for any claim from the Customer for sharing such information with credit rating agencies.

# 12. **RELOCATION**

In case the Customer wishes to relocate or remove the Product(s) from the registered address, a request shall be made to Rentomojo 2 (two) weeks prior to the date the Customer wishes to relocate the Product along with the address proof of the new address. Once the request is raised, but subject to the serviceability of the location, Rentomojo / Product Partner / Logistic Partner shall remove or relocate the Product through its personnel only as per the mutually decided date with the Customer. Relocation shall be subject to successful verification of the KYC of the Customer's new address and serviceability of the new location. In the event that the location is not serviceable by Rentomojo / Product Partner, the same shall be treated as an Early Closure of the Agreement as per Clause 2, and the rental dues shall be payable as enumerated in Clause 2.

## 13. UPGRADE OPTION

Rentomojo provides its Customers with an option to upgrade the Products taken on rental basis on the following terms and conditions:

- a) Customer is eligible for upgrading of Product after completion of minimum of 6 (six) months continuous tenure;
- b) Upgrade option will be valid only on Products of equal or of higher monthly rent of the current Product used by the Customer;
- c) Time taken for upgrade of the Product shall be 7 (seven) days from the receipt of the request by Rentomojo. Subject to the availability of the new Product requested by the Customer; and
- d) Upgrade option shall be available only for the Products of the same sub-category only.

The Customer hereby agrees that the option to upgrade the Products is also subject to the Product Partners providing a similar facility. The Customer further agrees that upgrading of the Product is not its right but only an option provided by Rentomojo and the Customer shall not hold Rentomojo liable in any manner whatsoever in case the Customer is not able to avail the same due to any reason whatsoever.

# 14. **TERMINATION**

In the event, the Customer does not wish to extend the rental period beyond the selected minimum tenure or during the extended minimum tenure or during the Auto Renewal Period, the Customer can terminate the Agreement with prior 7 (seven) days' notice to Rentomojo.

Rentomojo shall have the right to terminate this Agreement immediately in the following events:

- a) Default of payment of rental dues or any other payment dues by the Customer; or
- b) breach of any of the terms of this Agreement.

Consequences of termination:

- i. Rentomojo / Product Partner shall have the right to take possession of the Products delivered to the Customer immediately;
- ii. Any payment pending from the Customer shall become payable immediately to Rentomojo.
- iii. The Security Deposit paid by the Customer shall be refunded to the Customer post the damage assessment of the Products, as per clause 4 & 7 of this Agreement.

In case of termination due to non-payment of rental dues, the Security Deposit refund shall be determined subject to clause 4 of this Agreement.

Notwithstanding any other terms of this Agreement, Rentomojo shall have the right to terminate the Agreement without any cause by providing 30 (thirty) days' notice to the Customer.

In the event of a partial closure of Products covered under a single Limitless Plan, the remaining Products within the Limitless Plan will automatically be removed from the Limitless Plan. Following this change, such Products will no longer be eligible for the benefits and pricing under the Limitless Plan. Each Product will instead be subject to individual rental charges, as per Rentomojo's standard rental rates applicable at the time. By agreeing to these terms, the Customer acknowledges and accepts the re-calculation of rental charges for the remaining Products and agrees to pay the adjusted individual rental rates moving forward.

# **15. OWNERSHIP OF PRODUCTS**

Rentomojo and / or Product Partners shall at all times during the term of this Agreement, retain title to and / or be the beneficial owners of the Products delivered to the Customer, pursuant to the Agreement. Nothing in this Agreement shall be construed as a transfer of ownership of the Products to the Customer. The Customer shall give immediate notice to Rentomojo if any of the Product is about to become liable or is threatened with seizure and the Customer shall indemnify Rentomojo / Product Partners against all loss and damage caused by such action against its Products.

## 16. ASSIGNMENT

The Customer shall not assign or transfer any interest in this Agreement or the Products without the written consent of Rentomojo. Any such transfer or assignment shall be considered as illegal and hence a violation of the terms of this Agreement. Rentomojo reserves the right to assign this Agreement to any third party (including credit rating agencies, customer rating agencies, factoring agents and NBFC) without prior notice to the Customer.

# **17. INDEMNIFICATION**

The Customer shall indemnify, defend and hold Rentomojo and its Business Partners harmless from and against any claim, demand, cause of action or loss or liability (including, but not limited

to, attorneys' fees and costs) for any Product damage or personal injury arising from the Customer's use of the Product by any cause. The provisions of this clause shall survive the termination of this Agreement with respect to any claim or liability accruing before such termination. In no event shall Rentomojo and its Business Partners be liable for any direct, indirect, special or consequential loss or damage arising out of the Customer's use of the Products.

### **18. GOVERNING LAW**

This Agreement shall be governed by the laws of India and shall be subject to exclusive jurisdiction of courts in Bengaluru.

#### **19.** ENTIRE AGREEMENT

This Agreement (together with the Schedule(s)) constitutes the entire agreement between Rentomojo and the Customer. The acceptance of this Agreement also signifies the acceptance of the Customer, to the terms and conditions on the Rentomojo website. In the event of any conflict between the terms and conditions on the Rentomojo website (including privacy policy) and this Agreement, the terms and conditions on the Rentomojo website shall supersede. Rentomojo reserves the right to amend the terms and conditions on the website from time to time, the Customer is requested to check the website for update of terms and conditions.

### 20. LIMITATION OF LIABILITY

In no event shall Rentomojo and its Business Partners be liable for indirect, special, incidental, or consequential damages, or any loss of revenue, profits, or data of any kind in connection with use of the Products, even if it has been advised of the possibility of such damages. Notwithstanding any other provision of this Agreement Rentomojo's total liability to Customer shall not exceed the total amount of 1 (one) month rental collected from the Customer.

### 21. DISCLAIMER

Rentomojo reserves the right to cancel any orders completely or partially before delivery without prior information & in such scenarios, Rentomojo shall initiate the refund process for the deposit amount and the Customer will receive the same in its source account within 7-10 working days.

Any current/future orders placed by the Customer have no connection with any of his/her previous orders.

The Products availed by the Customer are owned by Rentomojo or its Product Partners based on the terms agreed between Rentomojo and its Product Partners. The Customer shall be liable for any damage, total loss or non-payment claims made by Rentomojo or its Product Partner and shall not claim any lack of privity of contract.