

Terms of Service - India

Please read these Terms & Conditions carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the One24 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/store on the One24 platform, the One24 Store partner agrees to be bound by the Terms of Service mentioned herein, the commercial terms agreed during the onboarding process along with the recommended One24 Policies [[Insert hyperlink on One24 Policies](#)] and], including such other supplemental policies and terms linked to in these Terms which are incorporated by reference, and which collectively form part of your agreement with One24 (collectively referred to as “Terms” or “Agreement”). If you do not agree with the Terms you may refrain from using the One24 Platform.

“One24”, “we”, “us” or “our” refers to the One24 entity set out on Appendix 2 with whom you are contracting. The Terms constitute a binding legal agreement between you and One24 which will govern your access to and use of the One24 Platform.

This Agreement will equip the One24 Partners with the capability and technology to enable them compete better, achieve high customer flow and improve earnings, by listing their Property, on One24’s Platform to offer offline and hyper-local plus online and various other

services to One24's customers in search of quality products. The Property will be listed in its original store name with a tag "powered by One24".

2. TERMS OF OPERATIONS

A. Use of One24 Platform

1. One24 makes the One24 Platform available only to One24 Partners who have created an Account on One24 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 One24. Further, you are fully responsible for all activities that occur under your Account. In this regard, you authorize One24 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 of your Property, banking information and other details as deemed necessary by One24. One24 reserves the right to terminate, suspend, or limit access to the One24 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, One24 grants the partners, 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 One24 Platform, to market or promote orders, to provide great services to One24 customers.
3. The Store Partners acknowledges that it shall provide its services to the One24 customers as per the operating standards which may be prescribed by One24, from time to time, (whether One24 customer is attracted through One24 Platform or otherwise).
4. One24 may advise the Partners in modifying the Premises/store/property to uplift revenue generation opportunities for the Store Partners 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 Partner.
6. In case the Store Partners opts, One24 may provide the Partner, at the partners' sole cost and expense, with a digital tablet or any other device to manage all POS and check-out from stores and record the payment receipt. Partners shall be solely responsible for the safe and proper operation of such devices. Partners shall ensure that the device is not used to make any fraudulent orders or any other illegal purpose that may compromise the records or the accounts of the Store Partners or One24. Partners shall be liable to bear the cost of replacement or repair of the device in case any damage is caused to the device. Partners shall assign the use and operation of the device to its authorized representatives and Partners 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 One24 Store partners opts for the digital tablet or any other device, the One24 Store partners shall ensure that all orders are undertaken through such digital tablet or any other device provided by One24 and/or the One24 Platform only. The One24 Store partners 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 One24 Partner's part to circumvent the process shall be treated as a material breach of the understanding between the parties and the One24 Store partners shall be liable to pay a sum equivalent to twice the amount of liquidated damages set out under Clause 2 (C) below.
7. The One24 Store partners acknowledges that its performance may be ranked and measured in accordance with the One24 Policies related to quality score [Insert hyperlink for the quality score policy], as may be communicated by One24 from time to time, and the customer feedbacks and reviews. The One24 Store partners agrees that the ranking and performance rating shall be as per the sole opinion of One24 and the same shall not be subject to dispute by the One24 Patron. One24 shall have the sole discretion to change the terms of the said policy from time to time.

8. The One24 Store partners acknowledges that its performance may be ranked and measured in accordance with the One24 Policies related to quality score [Insert hyperlink for the quality score policy], as may be communicated by One24 from time to time, and the customer feedbacks and reviews. The One24 Store partners agrees that the ranking and performance rating shall be as per the sole opinion of One24 and the same shall not be subject to dispute by the One24 Patron. One24 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, One24 cannot guarantee the continuous and uninterrupted availability and accessibility of the One24 Platform. One24 may restrict the availability of the One24 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 One24 Platform. One24 may improve, enhance and modify the One24 Platform and introduce new One24 Services from time to time. In case of any such interruption, the One24 Store partners shall at all times honour the reservations made by One24 customers on the One24 Platform, “online aggregation platform’s” and all online/offline channels as the case may be.

B. Property Listing

The One24 Store partners shall, at all times, comply with respective terms and conditions associated with the use of the One24 Platform, One24 devices and Technological Know-how and acknowledges that Listing of the Property on One24 Platform and other “online aggregation platform’s” is subject to One24 on-boarding requirements and One24 Policies. One24 reserves the right to suspend, at any time, the Property listing from the One24 Platform and other demand channels including “online aggregation platform’s” and make it unavailable for reservation by One24 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 One24 (including through its online and B2B sales channels). The One24 Store partners shall provide detailed particulars to One24 on the Property and shall check the accuracy of all particulars on the One24 Platform (including but not limited to name, location, map, amenities, etc.) and inform One24 immediately of all discrepancies. The One24 Store partners agrees and acknowledges that in order to improve visibility of a Property/Store on One24 Platform and or any other websites, One24 at its own expense, shall have the right to take and publish pictures of the One24 Partner’s Property during the validity of this Agreement. It is understood and agreed by the One24 Store partners that the intellectual property rights for all such images shall rest solely with One24 and One24 in no way claims/guarantees with respect to the performance or sale ability of the Property on account of the inclusion of the aforementioned particulars or pictures on One24 Platform and or any other online or offline channels.

C. Corporate Channels

One24 may offer OFFERS and/or COUPONS at the stores(with/without Value Added Services) to certain One24 corporate guests / One24 customers under its own name as part of the B2B demand generated by One24. The One24 Store partners shall comply with the terms of the agreement between One24 and such One24 corporate guests.

D. Pricing

One24 shall have exclusive rights to determine the pricing of Contracted products/inventory, publish such pricing for reservation by One24 customers on the One24 Platform, “online aggregation platform’s” and all online/offline channels and the One24 Store partners shall fulfill the Orders at such price. The One24 Store partners agrees and acknowledges that such pricing is dynamic in nature and is subject to change, and such price determination by One24 is reasonable in nature. The One24 Store partners shall also honor the terms of any discount or promotional or incentive programs that One24 offers to the One24 customers from time to time.

E. Service Standards

The Store partners 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 One24 customers;
3. update itself on all the Applicable Laws and One24 Policies;
4. maintain a safe, hygienic, secure and sanitized Property at all times;
5. take all adequate measures and be responsible for safety and security of the customers and all other persons present at the Property and guidelines under the One24 Policies related to Safety & Security, including Emergency Response Protocols [Insert hyperlink on One24 Safety & Security Policy]; and
6. extend its unconditional cooperation and support towards handling any One24 customer complaints and request for information raised by law enforcement agencies at any time during the subsistence of this Agreement and even thereafter.

F. Suspension of Listing

a) Notwithstanding, anything to the contrary herein contained, One24 reserves the right to suspend the One24 Patron's Property and thereby suspend access to all bookings for the Property (received through the One24 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 One24 deems fit:

1. failure of One24 Store partners to comply with the One24 Policies and the terms of this Agreement;
2. any civil or criminal or tortious acts, commissions and omissions by the One24 Partners, its employees, representatives, independent contractors;
3. failure of One24 Store partners 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 One24 Store partners or the Property which is pending with the law enforcement agencies or any government department;
5. risk of safety or security of One24 customers, One24 employees, representatives, officials including but not limited to threat or assault;
6. ongoing business dispute with the One24 Store partners involving settlement and reconciliation of accounts;
7. instances of force majeure that render a Property unfit for receiving reservations from One24 customers;
8. the Property has a continued low guest experience score;
9. change in ownership of Property or if the One24 Store partners fails to perform its obligations under the ownership documents;
10. Property is undergoing renovation;
11. One24 Store partners undertakes acts of disparagement towards the business and/ or brand and/ or reputation and/ or goodwill of One24;
12. Any information provided by the One24 Store partners to One24, including on One24 Platform, is found to be false, misleading or inaccurate; and
13. For any other reasons such as denial of orders to customers who have valid bookings/ reservations, poor safety and hygiene etc.

c) Notwithstanding, One24 shall be absolved of all obligations under the Agreement for the duration in which the One24 Patron's Property is suspended. The One24 Store partners shall indemnify, defend and hold harmless One24, its officers, directors, employees, agents and assigns against all losses, damages, liabilities, costs or expenses arising out of any actions, disputes, litigation's brought against One24 by (including but not limited to) any customer,

private or government authority on account of reasons that led to the One24 Patron's Property being suspended or issues that may arise at the One24 Patron's Property while the Property is suspended.

G. Property Branding

The One24 Partner, 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 One24. Signages shall be placed as per One24's discretion depending upon the demographics and size of the Property, in compliance with Applicable Laws. The One24 Store partners 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 One24 Partners.

L. Value Added Services

One24 may offer to the One24 Store partners 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 [Insert hyperlink on Value Added Services]. If the One24 Store partners opts for such Value Added Services, it agrees to pay the charges / fees set by One24, which the One24 Store partners 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 One24. The One24 Store partners 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 One24'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 One24 Store partners will be made by One24 directly to the account of One24 Store partners notified by the One24 Store partners to One24, upon completion of verification of the Account Information. One24 shall not be held liable for any delay in processing the payments to the One24 Store partners due to incomplete Account Information and/or pendency of verification of the same
2. Revenue Assurance: The One24 Store partners shall accurately provide all revenue details of the Store/Franchise i.e. revenue generated by the Property in the preceding week/month to One24, including but not limited to Walk-in Revenue generated by the Property, and pay One24 its Fees. The parties agree that the reconciliation cycle period may be changed at the sole discretion of One24, in which case such changes will be notified to the One24 Store partners in terms of clause 18 (h) below. Further, One24 may from time to time establish standard operating procedures and policies under the One24 Policies to enable and facilitate compliance with this clause, including incentives and/or penalties.
3. One24 shall provide a statement showing reconciliation of the accounts to the One24 Store Partner. The One24 Store partners 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 One24 Store partners in the prescribed time. All issues pertaining to payment and reconciliation of accounts are a contractual matter and the Parties shall endeavor to resolve them amicably.
4. The parties agree that One24 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 One24 Partners. The One24 Store partners acknowledges that such variation in fees or commissions by One24, will be commercially reasonable in nature. All terms and conditions associated with the new products and / or services shall be available in the One24 Policies and communicated to the One24 Store partners separately. Furthermore, One24 reserves

the right to waive charges towards fee(s) and/ or commissions as commercially agreed with the One24 Partners, eg. Walk-in Waiver.

5. One24 shall be entitled to offset any outstanding amounts that may be owed by the One24 Store partners to One24 from time to time from the amount paid by the One24 Store partners under One24 Secure. The One24 Store partners alone shall be responsible to maintain adequate balance as per this Agreement in One24 Secure throughout the entire term of this Agreement failing which One24 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 One24 Platform. Upon expiry/termination of the Agreement, the balance amount due to the One24 Partner, after making deductions (if any) shall be refunded by One24 within 14 (fourteen) days to the One24 Partners

6. One24 shall charge Platform Fees, Demand Fees and any fee towards VAS or any other additional services related to the usage of the One24 Platform.

4. One24 PRODUCTS

One24 may, from time to time, introduce One24 Products and will notify the One24 Store partners accordingly and will be available at One24 Policies. Each of the One24 Products may carry specific terms and conditions including fees. If the One24 Store partners opts for any specific One24 Product, it agrees to pay the charges / fees set by One24, which the One24 Store partners acknowledges as a reasonable fee for the provision of such services. The terms of service and fees charged for the One24 Product may be periodically modified, in the sole discretion of One24 and the One24 Store partners shall be informed of the same. The One24 Store partners may opt out for any One24 Product if it chooses or does not agree to any modification of the same, unless a minimum period is specified in the respective One24 Product terms or in One24's reasonable opinion such One24 Product is critical to guest experience and provision of its Services. Any fees paid or approved until the date of cancellation of the One24 Product will be non-refundable.

6. INVOICING

a. The One24 Store partners shall, for each valid booking/order, irrespective of its mode of payment (prepaid or pay at Property), issue a valid GST invoice with the full value of payment, to the One24 customer in the manner set forth under this clause. If the One24 Store partners does not have a GSTN, then the One24 Store partners shall issue a non GST invoice to the One24 customer. Notwithstanding the forgoing, the One24 Store partners 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 One24 Partner's obligation and responsibility to issue timely invoices to One24 customers. A valid invoice must have the following components, unless otherwise required by law:

1. Invoice Number
2. 6-digit service code (Order ID)
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. One24 may offer sale of products with/without value added services to certain guests under its own name. In such cases One24 Store partners shall issue Tax Invoice/Bill of Supply in the name of One24. If GST credit on such invoices is not passed to One24, then One24 will deduct the GST credit amount while making payment to the One24 Patron.

d) One24 reserves the right to withhold and/or release applicable GST if the One24 Store partners does not hold a valid GST registration.

e) If the One24 Store partners is registered for GST, it is mandatory for the One24 Store partners to share its GSTN with One24 and include the same in all invoices to customer(s), failing which One24 shall presume that One24 Store partners is not GST registered. If the One24 Store partners does not hold a valid GST registration, One24 shall deduct applicable GST and deposit the same in the Govt. treasury and recover/withheld the same from the amount payable to the One24 Patron, recover any shortfall thereof.

7. SET-OFF

1. One24 may set off any obligation that is due and payable and is owed or which is required to be performed by the One24 Store partners under this Agreement against any obligation owed by One24 to One24 Patron, whether under this Agreement or otherwise. If an obligation is unascertained or unliquidated, One24 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, One24 or the One24 Store partners 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 One24 Store partners acknowledges and agrees that One24 will not be obliged to pay any amounts to the One24 Store partners under this Agreement so long as any sums, which are then due from the One24 Store partners under this Agreement remain unpaid and any such sums, which would otherwise be due will fall due only if and when the One24 Store partners has paid all such sums except to the extent One24 otherwise agrees or sets off such amount against such payment pursuant to the foregoing.

8. TAXES

1. One24 and the One24 Partner, with respect to the services rendered or products offered in their respective capacity, are solely responsible for compliance of Transaction Taxes. All Fees including but not limited to Platform and / or Demand Fee charged by One24 to the One24 Store partners 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 One24
2. One24 may provide additional services to the One24 Store partners which may include limited access to tax engine / calculator for computing taxes or issuing tax invoices on services provided or goods sold by the One24 Partners. By providing such additional services to the One24 Partners, One24 is neither committing nor managing or executing any tax compliances, and these remain the sole responsibility of the One24 Store partners with respect to services and / or goods sold provided by the One24 Store partners to the customer, unless otherwise required under the law. One24, while providing such additional services, may affix its logo, brands, tag lines or such other words, in communication, which may denote use of One24's software in rendering such services, solely for the purpose of branding and should not be interpreted otherwise.
3. In the event One24 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 One24 Patron, then Parties agree that One24 shall have the right to recover such Transaction Taxes from the One24 Patron. The One24 Store partners shall pay such amount without any demur or protest. Furthermore, the One24 Store partners shall indemnify and keep One24 indemnified against any and all tax related claims /charges /levies /penalties /costs /deficiency. One24 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 One24 Patron.
4. In certain jurisdictions, tax regulations may require that One24 collect and/or report information about you, or withhold taxes from payouts to you, or both. If you fail to provide One24 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, One24 may withhold payouts up to the amount as required by law and / or provide information to the authorities.
5. For the avoidance of doubt, all sums payable by the One24 Store partners to One24 under these Terms of Service shall be paid free and clear of any deductions or with holdings whatsoever.

Other than Transaction Taxes charged by One24 to you and remitted to the appropriate tax authorities, any deductions or with holdings that are required by law shall be borne by you and paid separately to the relevant taxation authority.

6. Each Party is individually responsible for payment of taxes determined / payable with reference to profits of that Party.

7. Any duties, 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 One24 Store partners and shall be borne by the One24 Patron

9. “Online aggregation platform’s” RELATED TERMS

1. The One24 Store partners hereby authorizes One24 to operate and manage all “online aggregation platform’s” channels on its behalf by executing the “online aggregation platform’s” NOC for the designated “online aggregation platform’s” Partners and shall hand over all applicable “online aggregation platform’s” credentials (including password) of the Property to One24 at the time of entering into this Agreement without any delay.

2. By executing the “online aggregation platform’s” NOC, the One24 Store partners authorizes One24 and confirms that it has no objection with One24 initiating a new listing on revised terms and conditions under One24's name and discontinuing the old listing on the “online aggregation platform’s” channels..

3. One24 may create a new listing or rename the Owner’s existing “online aggregation platform’s” listing to reflect One24’s brand name of the Premises for which the services are being rendered by One24.

4. One24 may also change any password recovery information to enable it to operate the “online aggregation platform’s” accounts independently.

5. The One24 Store partners 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 One24 in order to obtain the full benefit and to implement the rights and powers granted by One24 Store partners to One24 to control the Property’s’ “online aggregation platform’s” 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 One24 which shall include adding, removing or modifying the name, phone, website, pictures and amenities of the Property. One24 will manage and be responsible for complete revenue, pricing, inventory, and booking management for 100% of the Contracted customers inventory at the Property The payments receivable from the “online aggregation platform’s” will be received by One24 in One24’s bank account.

7. One24 reserves the right to subsume any commission/fees charged by the “online aggregation platform’s”(s) in connection with the listing of the Property or pass-on or charge the One24 Store partners additionally for the same.

8. If the Property is not able to go-live on any of the “online aggregation platform’s”s with One24 listing due to any payment pending by the One24 Store partners to the “online aggregation platform’s”, One24 may, at its discretion, make the respective payment to the “online aggregation platform’s” on behalf of the One24 Store partners and recover/ adjust/offset this amount in its reconciliation statement and /or increase the One24’s Demand Fee applicable for the Property proportionately.

9. The One24 Store partners agrees and hereby authorizes One24 to engage with or respond to ratings, reviews and customer feedback received through any “online aggregation platform’s” where the Property is listed.

10. The One24 Store partners may opt for Value Added Services in relation to its Property listing with an “online aggregation platform’s” and the cost of any such services shall solely be borne by the One24 Patron.

11. The One24 Store partners shall hand over “online aggregation platform’s” credentials of the Property to One24 and shall cease to operate or to cause to operate the Property, directly or

indirectly on any “online aggregation platform’s” handles other than through One24, during the Term. In the event the One24 Store partners breaches its obligation as set out under this clause, the One24 Store partners shall be liable to pay a sum equivalent to twice the amount of liquidated damages set out under Clause 2 (C) above.

10. RIGHT TO AUDIT AND INSPECT

1. The One24 Store partners is obligated to fully and accurately report all Revenue generated from the Property including disclosure, upon request, to One24, records of all charged walk-in and walk-out at the Property/Store. In order to ensure strict compliance with Revenue reporting and account reconciliation for the Property, One24 shall have a right (but not an obligation) to undertake periodic digital and/or physical audits/ surprise checks to ensure that the One24 Store partners is adhering to the terms of this Agreement, including One24 Policies, from time to time. One24 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, One24 may as it deems fit and appropriate, recover the unreported Revenue in addition to imposition of penalties equivalent to such amount, during its weekly/monthly account reconciliations with the One24 Partners. The One24 Store partners 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, One24 shall have a right to review the customer / visitors records and/or financial / other records of the One24 Store partners pertaining to the Property and/or this Agreement. The One24 Store partners shall cooperate during such audit / inspection or any inspection / investigation carried out by any One24, or any third party audit agency appointed by One24 and/or any government authority(ies) and provide necessary support and correct information, records, documents, etc. The One24 Store partners shall also provide uninterrupted access to One24’s authorized personnel / representatives to the Property for such inspection / audit.

11. INTELLECTUAL PROPERTY

One24 has through the investment of considerable time and money developed a unique and distinctive system of creating a network of high-quality affordable retail chain and connecting such network retails to potential customers at a large scale under the mark “One24” and other associated logos, trademarks, service marks, certification marks, designs and brands (“One24 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 One24), technology, software, 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, “online aggregation platform’s” management services, and customer service requirements among other additional innovation and updates that One24 brings to its systems and processes to enhance the One24 Partner’s management of the Property and performance (“Technological Know-How”), all of which collectively i.e. the One24 Marks, IP Rights and Technological Know-How is proprietary to One24 and may be modified and improved from time to time by One24 (“IP Bundle”). The One24 Store partners acknowledges that One24 or its affiliates are the exclusive owner of the IP Bundle and that the One24 Store partners shall not make any claims on the IP Bundle except as expressly contemplated under this Agreement for the use of One24 Services and One24 Products. The use and license of IP Bundle is directed towards promoting the One24 Store partners in its network in a manner that may enhance the goodwill associated therewith. The One24 Store partners agrees that it enjoys promotional advantage on being associated with the brand name “One24” and availing of the Technological Know-How One24 authorizes the One24 Store partners to use the IP Bundle (on a revocable, non-transferable,

non-assignable and non-exclusive basis) for the limited purpose of this Agreement. The One24 Store partners undertakes not to do anything prejudicial to the IP Bundle or damage or harm One24's goodwill and reputation. The One24 Store partners agrees in order to protect the One24's IP Bundle intellectual property rights and maintain a common identity and reputation of its network of properties, the One24 Store partners shall comply with the One24 Policies related with branding and minimum quality specifications laid down by One24 from time to time. Any breach by One24 Store partners in respect thereof may cause irreparable harm and injury to One24 and its intellectual property. You acknowledge that you have read and agreed to the One24 Policies related to branding. [insert hyperlink of the One24 Branding Policy]

In the event the One24 Store partners becomes aware of any infringement of the IP Bundle by any other party, the One24 Store partners shall immediately notify One24 in writing.

The One24 Store partners 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 One24 Store partners agrees to disclose fully any Improvements to One24 and One24 shall determine the feasibility and desirability of incorporating them into One24'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 One24 regardless of which Party contributed to the Improvements. The One24 Store partners shall without delay, demur or protest transfer all rights in any such Improvement to One24 without any additional consideration.

The One24 Store partners 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 One24 Store partners 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 One24 Store partners whether or not such infringement is as a result of the One24 Store partners using their IP in conjunction with One24' IP Bundle, the One24 Store partners shall promptly notify One24 of such claim. The One24 Store partners shall indemnify One24 to the fullest extent permitted under Applicable Law from and against all damages arising out of any claim by a third party against One24. In the event One24 or any of its group companies is impleaded as a party to proceedings such as the aforesaid, the One24 Store partners agrees to compensate One24 for all reasonable and necessary costs related thereto, including but not limited to reasonable attorneys' fees.

12. DATA PRIVACY AND RETENTION

1. One24 Customer Data: The One24 Store partners acknowledges that personal information of the One24 customers/ guests is collected by One24 and shared with the One24 Store partners only for the purpose of this Agreement / Terms and the One24 Store partners also collects personal information of the guests upon check-in at the Property. The One24 Store partners also acknowledges that One24 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 One24 Store partners or One24 through the One24 Platform, "online aggregation platform's", call centers, travel agents, directly from the guests, at the Property and/ or exchanged / received pursuant to the acceptance of these Terms by the One24 Store partners which includes but is not limited to One24's information, One24 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 One24 Store partners agrees to collect, process, store and use Data in accordance with the provisions of the Applicable Laws and in the manner provided for in One24's Privacy Policy available on the One24 Platform.

2. One24 Store partners Data: The One24 Store partners acknowledges and expressly consents that Data (whether or not in aggregated, pseudonymised and/or anonymised form) related to the One24 Partner, the Property and other parameters collected under this Agreement / Terms may be used, transmitted, processed, shared and transferred by One24 (to other entities under the

One24 group or third parties), (i) for performance evaluation, optimization and improvement (ii) benchmarking (iii) for marketing and advertising ; (iv) where One24 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.

13. CONFIDENTIALITY

All documents, instructions, details collected under this Agreement / Terms including the One24 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 One24 Store partners 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 One24 Store partners 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 One24 Store partners to any other third person except as otherwise required by law. During the performance of its obligations under this Agreement / Terms, the One24 Store partners 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 One24 Store partners and its Representatives. The One24 Store partners 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.

14. 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 and binding unless terminated by either party as per the terms given below.

b. Either party may terminate this Agreement by giving a 30 (thirty) days prior written notice to the other without assigning any reason thereof. One24 may terminate this Agreement and deactivate / suspend and/or delete the One24 Partner's user account forthwith by intimating the One24 Store partners via an email or using any other contact information provided by the One24 Store partners for the Account, in the event the One24 Store partners(including its employees, agents, contractor and representatives)

(i) breaches the Terms herein, Applicable Laws and/or violates any other third-party rights;

(ii) fails to obtain/maintain Approvals required to operate its business from the Property as mentioned under these Terms;

(iii) files for bankruptcy or becomes or is declared insolvent;

(iv) acts in a manner which results in the financial loss and/or reputational harm to One24;

(v) engages in unlawful acts or acts that disparage One24 in a private/ public set up, on social media/print media;

(vi) ceases to be the owner of the Property or if the One24 Patron's interest is derived in the Property through a lease/operating agreement and such arrangement lease expires or is terminated or acts in a manner which results in a potential dispute concerning the title of the Property;;

(vii) have provided any false, misleading or inaccurate information;

(viii) acts in a manner which results in suspension of Property by One24 for more than 3 (three) days.

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

- (i) One24 and the One24 Store partners 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 One24 Store partners under this Agreement to One24 and the One24 Store partners shall make payments due to One24;
- (ii) The One24 Store partners 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) One24 shall delist the Property from One24 Platform;
- (iv) One24 shall return the “online aggregation platform’s” credentials for the Property upon full and final settlement with the One24 Patron;
- (v) The One24 Store partners shall have no right to use any Confidential Information or IP Bundle provided to the One24 Store partners under this Agreement and shall forthwith return to One24 any such Confidential Information in its possession;
- (vi) The One24 Store partners shall cease to use One24’s name, logo or any of the associated One24 Marks, IP Bundle and shall not represent itself in any manner to be associated with One24;
- (vii) The One24 Store partners shall provide One24 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 One24; and
- (viii) The One24 Store partners shall not be entitled to enter into any new agreement with One24 or any of the entities within the One24 group whether directly or indirectly for such period as One24 may determine.

15. INDEMNITY

To the maximum extent permitted by law, the One24 Store partners shall, upon written demand by One24, indemnify, defend (at One24’s option) One24, its officers, directors, entities in the One24 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) usage of the One24 Platform that has infringed such third party's intellectual property rights; (ii) breach of any obligations under this Agreement / Terms; (iii) negligence or other tortious conduct of the One24 Patron; (iv) misrepresentations made by the One24 Patron; (v) 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; (vi) actions which may bring disrepute to One24’s reputation and brand (vii) One24 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; (viii) the settlement beneficiary for the payments to be made under this Agreement by One24 which is different from the authorized representative signatory to this Agreement; (ix) stay / visit of any One24 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 One24 due to fraud or misconduct or negligence by the One24 Store partners during its engagement in any Guest Program including but not limited to the Prime Program.

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

16. 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 One24’s liability under or in connection to this

Agreement exceed the Demand Fee paid by the Store partners to One24 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 One24's liability under or in connection to this Agreement exceed the Demand Fee paid by the One24 Store partners to One24 for a period of 1 (one) month preceding the date of such claim.

17. REPRESENTATION AND WARRANTIES

The One24 Store partners 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 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 One24 Partner'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 One24 Store partners entering into this Agreement with One24 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 One24 or draw risks or liabilities towards One24 in any manner;
6. it is not in dispute with One24 and/or any of its subsidiaries or affiliates;
7. the Property has not been delisted by One24 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;
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 "online aggregation platform's" credentials of the Property to One24.

18. MISCELLANEOUS

1. Disclaimer of Warranties - We provide the One24 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 One24 Store partners or guest, listing or third party; (ii) we do not warrant the performance or non-interruption of the One24 Platform; and (iii) we do not warrant that verification, identity or background checks conducted on listings. Any references to an One24 Store partners or listing being "verified" (or similar language) indicate only that the One24 Store partners or listing or One24 has completed a relevant verification or identification process and nothing else. Further, One24 is not responsible for any loss suffered by the One24 Store partners as a result of incorrect banking or

taxation or other financial information provided by the One24 Patron. The disclaimers in these Terms apply to the maximum extent permitted by law. The One24 Store partners 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 One24 Patron, the One24 Store partners 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. 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 One24 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 One24 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 One24 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 One24 Partner, 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, One24 Partners 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. One24 Partners 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. One24 Partners understand that certain types of services may be prohibited altogether and penalties may include fines or other punitive actions. One24 Partners are responsible for checking and reviewing all laws, rules and/or regulations applicable to their listing. Any information which One24 may provide in relation to any legal requirement is for information purposes only and One24 Partners confirm to undertake independent review of their legal obligations, including obtaining legal advice, if required. Further, the One24 Store partners 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 One24 (along with their modifications) that the One24 Store partners and its officers, employees, third party service providers/contractors and agents may be required to comply with from time to time.

4. Insurance - The One24 Store partners 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 One24 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 One24 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 authorized 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 One24 Store partners shall not assign, transfer or delegate this Agreement to any third party without One24's prior written consent. One24 shall be entitled to assign the benefit of this Agreement to any other party at any time and shall inform the One24 Store partners thereof within a period of 30 days thereafter.

8. Amendment/Modification - One24 reserves the right to amend the Commercial Terms by way of a prior written intimation to the One24 Store partners duly acknowledged and accepted by the One24 Patron. Notwithstanding the foregoing, One24 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 endeavor to intimate you of any changes at least 30 (thirty) days prior to such changes becoming effective. Your continued usage of the One24 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 One24 Partners under these Terms, will be provided electronically and given by One24 via email, One24 Platform notification, messaging service (including SMS and Whatsapp), or any other contact method that is enabled by One24 and contact information provided by you. Any notices to One24 shall be sent on legal@one24store.com

11. Severability - The One24 Store partners 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 One24 Store partners understands and agrees that by virtue of the Services provided under this Agreement, One24 shall use/publish the One24 Store partners and/or its Property's name, details and images including other details on any One24 Platform(s) and online and offline demand channels. However, the One24 Store partners shall not have the right to use the One24 name or One24 Marks in any independent sales or marketing publication or advertisement, or in any other manner, without prior written consent of One24, except for and to the extent permissible under this Agreement.

13. 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 One24 and you with respect to your usage of the One24 Platform and supersede any and all prior oral or written understandings or agreements between One24 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 One24.

Appendix 1

DEFINITIONS

“Account” shall mean the account created by the One24 Store partner son the One24 Platform.

“Applicable Law” shall mean the requisite information in relation to the One24 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 One24 Store partners to carry on its business from the Property, which are valid and have not ceased or extinguished or suspended due to any reason.

“Contracted Products” shall mean the number of rooms listed on the One24 Platform under this Agreement other than the Non Operational Rooms at the Property for listing on One24's Platform and other “online aggregation platform's”'s. Contracted Products shall at all times be under the operational control of the One24 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 One24

“Data” shall mean any and all information (whether in verbal, written, manual or electronic form) received by One24 and/or the One24 Store partners through the One24 Platform, “online aggregation platform's”, 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 One24's information, One24 Patron's information, Property description

and images, guest information, guest histories and preferences, guest identification details, etc

“Demand Fee” shall mean percentage of Revenue charged as per the corresponding slab set out towards the demand generation for the Property through managing all the demand channels, both online and offline, including but not limited to One24 Platform, “online aggregation platform’s”, One24 offline sales, One24 call center, walk-ins and may or may not include fees for Value Added Services or Products. However, Demand Fee shall be reduced to the extent of any discounts and incentives offered by One24 from time to time.

“Go-Live Date” shall mean the date when the Property is listed and made available for bookings on the One24 Platform.

“Non-Operational Products” shall mean the number of products other than the Contracted products at a Property that are either retained by the One24 Store partners for own use and/or are non-sellable/non-serviceable and/or are under maintenance during the term of this Agreement.

““online aggregation platform’s”” 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.

““online aggregation platform’s” NOC” shall mean the no objection certificate executed by the One24 Store partners to assign its “online aggregation platform’s” credentials to One24.

“Patron/Partner(s), you, your, yourself” shall mean the company, individual, joint owner, partnership firm or a limited liability partnership entering into this Agreement and such One24 Store partners may be the owner, lessor or operator of the Property.

“One24 Platform” shall mean and include the website www.one24store.com, any and all subdomains thereof, and any other websites through which One24 makes the services available, our mobile, tablet and other smart device applications, and application program interfaces.

“One24 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 One24 from time to time, including in relation to Standard Operating Procedures, Service Standards, Value Added Services, Product and Policies, Customer Order 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 One24 Policies]

“One24 Products” or “Products” shall mean the offerings introduced by One24 during the course of this Agreement whether physical/electronic or in the form of a service solely for the purpose of augmenting the One24 Patron’s experience with One24 or enhancing guest experience.

“One24 Services” or “Services” shall mean all the services offered by One24 to the One24 Store partners pursuant to the terms of this Agreement for the purpose of equipping the One24 Store partners with enhanced operational capabilities, guest experience, technologies, demand channel and inventory management capabilities and revenue management services that enable the One24 Store partners to compete better, achieve higher store walk-in through demand generation for the Property, generate Revenue and improve earnings by listing their Property on the One24 Platform and other “online aggregation platform’s”s

“One24 Secure” shall mean a certain amount deposited in a secure wallet by the One24 Store partners as set out under the corresponding slab under Commercial Terms, which gets adjusted with the payment reconciliation.

“Platform Fee” shall mean the percentage of the Revenue towards use of One24’s Technological Know-How

“Property” shall mean the store / retail shops/ local store/ mall/mega mart, owned / leased and/or operated by the One24 Partners.

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

1. all applicable charges for orders at the Property;
2. charges for property upgrades including applicable fee for VAS;
3. booking through “online aggregation platform’s”(s), other online channels and walk-in(s);
4. One24 Store partners references and other services provided;
5. All applicable levies, cesses, duties whether imposed by local / state / central authorities (wherever applicable), whether charged separately or not;
6. charges for food and beverages/meal plan (availed through the One24 Platform or any other online/offline demand channel managed by One24); and
7. revenue from any chargeable activity (availed through the One24 Platform or any other online/offline demand channel managed by One24) incurred during the guest’s stay at the Property.

“Service Standards” shall have the meaning ascribed to it under Clause 3(H) of this Agreement and / or any other Policy issued by One24 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 One24 in order to enhance the One24 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,order booking and customer management systems, revenue management services, “online aggregation platform’s” management services, along with, additional innovation and updates that One24 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.

“Terms of Use” shall mean the terms and conditions relating to the use of the One24 Platform available on <www.one24store.com>

“Value Added Services” or “VAS” shall mean new or improved technologies, tools, applications and services developed and introduced and offered by One24 to the One24 Store partners to enhance occupancy, guest experience, etc. in relation to the Property from time to time.

"Walk-in Revenue" shall mean to include all booking and associated services revenue generated at the Property except booking revenue generated through the One24 Platform and/or other demand channels managed by One24 including “online aggregation platform’s”.