

## **TERMS OF SERVICE AGREEMENT**

Please read these terms of service agreement carefully. By using this platform or ordering products and services from this platform you agree to be bound by all of the terms and conditions of this agreement.

This Terms of Service Agreement (the "Agreement") governs your use of this website, [www.surprisingzz.com](http://www.surprisingzz.com), its associated mobile applications and social media profiles, Surprisingzz offer of products and services for purchase on this Platform, or your purchase of products and services available on this Platform. This Agreement includes, and incorporates by this reference, the policies and guidelines referenced below. Surprisingzz reserves the right to change or revise the terms and conditions of this Agreement at any time by posting any changes or a revised Agreement on this Platform. Surprisingzz will alert you that changes or revisions have been made by indicating on the top of this Agreement the date it was last revised. The changed or revised Agreement will be effective immediately after it is posted on this Platform. Your use of the Platform following the posting any such changes or of a revised Agreement will constitute your acceptance of any such changes or revisions. Surprisingzz encourages you to review this Agreement whenever you visit the Platform to make sure that you understand the terms and conditions governing the use of the Platform. This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with Surprisingzz for other products or services. If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of the Platform.

### **Membership Eligibility**

Use of Surprisingzz Platform is only for those individuals or legal entities who can form legally binding contracts under the applicable law. Therefore, if you are a minor, that is below 18 years of age, you are not eligible to use or transact on this Platform.

### **Products and Services**

**Terms of Offer.** Surprisingzz is an online marketplace for providing Experiences. "Experiences" are certain products and services packaged together, and marketed, sold via the Platform. In order to provide a comprehensive choice of Experiences, it has tied up with many vendors and service providers. By placing an order for Experiences through Surprisingzz, you agree to the terms set forth in this Agreement. **Communication.** If you use the Platform or send emails or other data, information or communication to the Platform, you consent to receive communication from the Platform and its employees and shareholders by email, SMS, electronic alert and call to provide you with, but not limited to, updates, reminders and feedback requests. **Customer Solicitation:** Unless you notify Surprisingzz sales reps, while they are calling you, of your desire to opt out from further direct company communications and solicitations, you are agreeing to continue to receive further emails, notifications, messages and call solicitations from Surprisingzz and its designated in-house or third party call and message team(s). **opt Out Procedure:** We provide 2 easy ways to opt out of from future solicitations.

1. You may use the opt-out link found in any email solicitation that you may receive.
2. You may also choose to opt out, via sending your email to Surprisingzz on the contact email mentioned on our website **Proprietary Rights.** Surprisingzz has proprietary rights and trade secrets in the Experiences. You may not copy, reproduce, resell or redistribute any Experiences manufactured and/or distributed by Surprisingzz. Surprisingzz also has rights to all trademarks and trade dress and specific layouts of this site, including calls to action, text placement, images and other information.

Sales Tax; Service Tax. If you purchase any Experiences, you will be responsible for paying any applicable sales tax and service tax.

3. In case of damage or loss to/of any person or material property during the event organised by the company, Surprisingzz won't be responsible.

4. In case of damage or loss of/due to Addons (included in the package) such as photographs, cake, etc. provided by Surprisingzz, an appropriate refund (equivalent to the cost of damaged Addon) may be claimed at a later date.

5. Surprisingzz won't be responsible for any accident or loss of life occurred during any event organised.

## **Platform**

Content; Intellectual Property; Third Party Links. In addition to making Experiences available, this Platform also offers information and marketing materials. This Platform also offers information, both directly and through indirect links to third-party websites. Surprisingzz does not always create the information offered on this Platform; instead, the information is often gathered from other sources. To the extent that Surprisingzz does create the content on this Platform, such content is protected by intellectual property laws of the Indian, foreign nations, and international bodies. Unauthorized use of the material may violate copyright, trademark, and/or other laws. You acknowledge that your use of the content on this Platform is for personal, non-commercial use. Any links to third-party websites are Surprisingzz provided solely as a convenience to you. Surprisingzz does not endorse the contents on any such third-party websites. Surprisingzz is not responsible for the content of or any damage that may result from your access to or reliance on these third-party websites. If you link to third-party websites, you do so at your own risk. Use of Platform; Surprisingzz is not responsible for any damages resulting from the use of this Platform by anyone. You will not use the Platform for illegal purposes. You will (1) abide by all applicable local, state, national, and international laws and regulations in your use of the Platform (including laws regarding intellectual property), (2) not interfere with or disrupt the use and enjoyment of the Platform by other users, (3) not resell material on the Platform, (4) not engage, directly or indirectly, in transmission of "spam", chain letters, junk mail or any other type of unsolicited communication, and (5) not defame, harass, abuse, or disrupt other users of the Platform License. By using this Platform, you are granted a limited, non-exclusive, on-transferable right to use the content and materials on the Platform in connection with your normal, non-commercial, use of the Platform. You may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express written authorization from Surprisingzz or the applicable third party (if third party content is at issue).

Posting. By posting, storing, or transmitting any content on the Platform, you hereby grant Surprisingzz a perpetual, worldwide, non-exclusive, royalty-free, assignable, right and license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and assign such content in any form, in all media now known or hereinafter created, anywhere in the world. Surprisingzz does not have the ability to control the nature of the user-generated content offered through the Platform. You are solely responsible for your interactions with other users of the Platform and any content you post. Together is not liable for any damage or harm resulting from any posts by or interactions between users. Surprisingzz reserves the right, but has no obligation, to monitor interactions between and among users of the Platform and to remove any content Surprisingzz allow objectionable, at its sole attention. User Accounts; Promotions. Surprisingzz reserves the right to collect user data including name, contact information, location-based information provided by telecommunication companies or personal devices and other details to

facilitate Experiences or use of the Platform. All information collected from the user are on a bonafide basis. Misuse and misrepresentation of identity or contact details will lead to automated termination of your services or the use of the platform without prior notice. Your accounts bearing contact number and email IDs are created and owned by Surprisingzz. Any promotional discounts, offers, and reward point accumulated can be revoked without prior notice in the event of suspicious account activity or your mollified intent. In the case the Platform is unable to establish your unique identity against a valid mobile number or e-mail ID, your account shall be indefinitely suspended and Surprisingzz does not have the liability to share any account information whatsoever. Experiences. The Company shall be entitled at any time without giving any reason to terminate the booking of your Experience(s). Further, Surprisingzz encourages all its customers to take full responsibility for his/her items. In the case of lost items during an Experience, Surprisingzz will try to locate the items on a "best-effort" basis but is not responsible for the same in the case of loss or damage to the same. Payment. Using any of the payment method/s on the Platform, Surprisingzz will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to: lack of authorization for any transaction/s, or exceeding the limit mutually agreed by You and between "Bank/s", or any payment issues arising out of the transaction, or decline of transaction for any other reasons. By making the Payment to Surprisingzz, you understand that Surprisingzz is neither a banking nor financial service, but only a facilitator providing electronic, automated online payments. Through providing payment facility, Surprisingzz is not assuming any fiduciary responsibility or acting as trustee for the concerned transaction.

#### **Disclaimer of Warranties**

Your use of this platform and/or experiences are at your sole risk. The platform and experiences are offered on an "as-is" and "as-available" basis. Surprisingzz expressly disclaims all warranties of any kind, whether expressor implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and no infringement with respect to the experiences or platform content, or any reliance upon or use of the platform content or experiences. (including trial experiences) without limiting the generality of the foregoing, Surprisingzz makes no warranty: that the information provided on this platform is accurate, reliable, complete, or timely. That the links to third-party websites are to information that is accurate, reliable, complete, or timely. No advice or information, whether oral or written, obtained by you from this platform will create any warranty not expressly stated herein. As to the quality of the experiences or unintended effects of or accidents during the experiences. Regarding any experiences purchased or obtained through the platform. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

#### **Limitation of Liability**

Surprisingzz entire liability, and your exclusive remedy, in law, in equity, or otherwise, with respect to the platform content and experiences and/or for any breach of this agreement is solely limited to the commission earned by the platform, less shipping, and handling, for experiences purchased via the platform. Commission earned is the difference between the amount you paid, less the amount Surprisingzz owes or paid to the vendor or service provider who provided or facilitated the experience. We will not be liable for any direct, indirect, incidental, special or consequential damages in connection with this agreement or the experiences in any manner, including abilities resulting from (1) the use or the inability to use the platform content or experiences; (2) the cost of procuring substitute experiences or content; (3) any experiences purchased or obtained or transactions entered into through the platform; or (4) any lost profits you allege. Some jurisdictions

do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to you.

### **Indemnification**

You will release, indemnify, defend and hold harmless Surprisingzz, and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (1) this Agreement or the breach of your warranties, representations and obligations under this Agreement; (2) the Platform content or your use of the Platform content; (3) the Experiences or your use of the Experiences(including Trial Experiences); (4) any intellectual property or other proprietary right of any person or entity; (5) your violation of any provision of this Agreement; or (6) any information or data you supplied to Surprisingzz. When Surprisingzz is threatened with suit by a third party, it may seek written assurances from you concerning your promise to indemnify; your failure to provide such assurances may be considered by Surprisingzz to be a material breach of this Agreement. Surprisingzz will have the right to participate in any defence by you of a third-party claim related to your use of any of the Platform content or Experiences, with counsel of our choice at its expense. We will reasonably cooperate in any defence by you of a third-party claim at your request and expense. You will have sole responsibility to defend Surprisingzz against any claim, but you must receive prior written consent regarding any related settlement. The terms of this provision will survive any termination or cancellation of this Agreement or your use of the Platform or Experiences.

### **Privacy**

Surprisingzz believes strongly in protecting user privacy and providing you with notice of Surprisingzz use of data. Please refer to Surprisingzz privacy policy, incorporated by reference herein that is posted on the Platform.

### **Agreement to be bound**

By using this Platform or ordering Experiences, you acknowledge that you have read and agree to be bound by this Agreement and all terms and conditions on this Platform.

### **General**

Surprisingzz will not be deemed in default here under or held responsible for any interruption or delay in the performance of its obligations here under due to earthquake, flood, fire, storm, natural disaster, the act of God, war, terrorism, armed conflict, labour strike, lockout, or boycott. Surprisingzz may at any time, in its sole attention and without advance notice to you, cease operation of the Platform and distribution of the Experiences. This comprises the entire agreement between you and Surprisingzz and overrule any prior agreements pertaining to the subject matter contained herein. The failure of Surprisingzz to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreements found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. Governing Law; India. This Platform originates from New Delhi. This Agreement will be governed by the laws of the State of New Delhi without regard to its conflict of law principles to the contrary. Neither you nor Surprisingzz will commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach of or default of this Agreement, or otherwise arising

under or by reason of this Agreement, other than in courts located in State of Uttar Pradesh(Noida). By using this Platform or ordering Experiences, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim to arise under or by reason of this Agreement. You hereby waive any right to trial by jury arising out of this Agreement and any related documents. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Platform or Experiences or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. Waiver of Class Action Rights. By entering into this agreement, you hereby irrevocably waive any right you may have to join claims with those of other in the form of a class action or similar procedural device. Any claims arising out of, relating to, or connection with this agreement must be asserted individually.

### **Termination**

Surprisingzz reserves the right to terminate your access to the Platform if it reasonably believes, in its sole wisdom, that you have breached any of the terms and conditions of this Agreement. Following termination, you will not be permitted to use the Platform and we may cancel any outstanding orders without advance notice to you. When your access to the Platform is terminated, Surprisingzz reserves the right to exercise whatever it allows necessary to prevent unauthorized access to the Platform. This Agreement will survive indefinitely unless and until Surprisingzz chooses, in its sole attention and without advance to you, to terminate it. Surprisingzz makes no representation that the Platform or Experiences are appropriate or available for use in locations outside India. Users who access the Platform from outside India do so at their own risk and initiative and must bear all responsibility for compliance with any applicable local laws. Assignment. You may not assign your rights and obligations under this Agreement to anyone. Surprisingzz may assign its rights and obligations under this Agreement in its sole attention and without advance notice to you. By using this platform or ordering experiences from this platform you agree to be bound by all of the terms and conditions of this agreement.