

This Subscription Agreement (“**Agreement**”) is made and deemed executed on the date of the **Subscription Form** by the Company (“**Effective Date**”) at Bangalore.

## BY AND BETWEEN

### **Kieraya Furnishing Solutions Private Limited**

having its registered office at 2nd, 3rd & 4th Floor, "Krishna Annex", Survey No- 8/12, 9/183, Opp. Central Silk Board Junction, (Sector-6 HSR Layout), Bangalore-560068. (“**Company**”).

AND

The individuals as identified in Subscription Programme Document (“**Subscriber**”).

The Company and the Subscriber shall individually be referred to as ‘Party’ and collectively as ‘Parties’.

## WHEREAS

- a) The Company is in the business of offering various pre-defined solutions with respect to home furniture, soft furnishings, home décor and appliances.
- b) The Subscriber has approached the Company to subscribe to the Experience(s) offered by the Company and the Company has agreed to provide the same to the Subscriber.

The Parties hereto wish to enter into this Agreement in order to record their mutual understanding.

## NOW, THEREFORE, BOTH PARTIES AGREE THAT

### 1. Definition

In this Agreement, unless the context otherwise requires, the following capitalised words and expressions shall bear the meaning ascribed to them here-in-below:

- 1.1. “EXPERIENCE” means and includes a pre-defined package consisting of home

furniture, home décor and appliances offered in various ranges.

- 1.2. “MINIMUM SUBSCRIPTION PERIOD” means the period of 3(three) months from Subscription Date or such period as amended from time to time in the Subscription Programme.
- 1.3. “PAUSE” means the temporary hold requested by the Subscriber on the running of the Subscription which later resumes without affecting the benefits accumulated prior to exercise of such Pause.
- 1.4. “RANGE” means a type of Experience as more specifically detailed in Subscription Programme.
- 1.5. “SUBSCRIPTION PROGRAMME” shall mean the “**Furlenco Subscription Programme**” of the Company as more fully described in **Annexure I** and amended from time to time.
- 1.6. “SECURITY DEPOSIT” means the amount deposited with the Company as per the Experience under the Subscription Programme.
- 1.7. “SUBSCRIBER” means any person who subscribes for the Experience.
- 1.8. “SUBSCRIPTION” means the non-exclusive and non-transferable permission by the Company to use the Experience for personal consumption to the Subscriber.
- 1.9. “SUBSCRIPTION FEE” means monthly fee charged by the Company towards Subscription of an Experience by the Subscriber.
- 1.10. “SUBSCRIPTION PERIOD” shall mean the period for which the Subscriber has taken the Subscription including the minimum Subscription Period.
- 1.11. “SUBSCRIPTION PROGRAM DOCUMENT” shall mean and include this Agreement and its Annexure I (Subscription Program), Subscription Form, package details and any other document as may be provided by the Company.

- 1.12. "THEME" shall mean a particular variant under a Range.
- 1.13. Any definition not defined in this Agreement shall have the same meaning as ascribed to it in Subscription Programme, described more fully in Annexure I.

## **2. Subscription Programme**

- 2.1. This Agreement as well as the Subscription Programme shall govern the Subscription of Experience.
- 2.2. In the event of conflict between the Subscription Programme and this Agreement, the Subscription Programme shall prevail.
- 2.3. The Subscriber agrees that the Company has the right to amend the Subscription Programme at any time at its sole discretion and the continued Subscription by the Subscriber for 1 (one) month from such amendment shall constitute the Subscriber's consent to such amendment to the Subscription Programme.
- 2.4. Any or all such changes in the Subscription Programme shall be electronically intimated by the Company to the Subscriber.
- 2.5. In the event the Subscriber does not wish to continue the Subscription due to the changes/amendments in the Subscription Programme, the Company may in its option continue to provide Experience under the agreed terms and conditions or terminate the Agreement after giving prior 10 days' notice in writing to the Subscriber.

## **3. Subscription of Experience**

- 3.1. The particular terms and conditions of Subscription of an Experience by a Subscriber shall be as per the prevailing Subscription Programme.
- 3.2. Experience shall always be the property of the Company, its assignees or any third party to whom part or all of the Experience has been sold/ transferred by the Company

## **4. Subscription Programme Document**

- 4.1. The Subscriber shall submit an order through web/mobile app page in the format provided by the Company indicating his willingness to subscribe for a particular Experience with a chosen Theme along with the related costs, fees and other charges.
- 4.2. The Company upon receipt of the Subscription order shall provide the acceptance of the same through an electronic confirmation.

## **5. Subscription Fees**

- 5.1. Any Person can subscribe to the Experience for a Subscription Fee as per the prevailing Subscription Programme. The Subscriber's billing cycle starts on the date the first item is delivered to his/her house. The subscription cycle is then that date plus one month. Every subsequent item/package delivered is invoiced pro-rata in accordance with the subscription cycle.
- 5.2. The Subscription Fee is inclusive of taxes, such as VAT, as applicable. The Subscriber shall deduct taxes at source, if applicable, in accordance with the provisions of the Income Tax Act, 1961 and Rules framed there under and accordingly, provide TDS Certificate to the Company.
- 5.3. Delayed payment of Subscription Fee beyond due date shall attract a penal interest of 1.5% per month from the date of default till the time the Subscription Fee is paid. The minimum interest levied would be Rs. 200 per month of delay. Non-payment of Subscription Fee for one entire month could result in termination of this Agreement, removal of the Experience or part thereof and other legal procedures/remedies that the Company may at its sole discretion, decide to proceed with.

5.4. The Company will levy a charge of Rs. 500/- for each cheque return or ECS/Standing Instructions dishonour.

## **6. Security Deposit**

- 6.1. Every Subscriber shall deposit the prescribed refundable, interest free Security Deposit as indicated in the prevailing Subscription Programme for the Experience prior to the Subscription Date.
- 6.2. The Security Deposit shall be refunded after the Company has taken possession of all the home furniture, appliances' and the home décor part of the Experience or part thereof.
- 6.3. Within 5(five) working days from the date of intimation of pick up by the company, the process for refund of Security Deposit, subject to deduction of damages, unpaid Subscription Fees and any other deductions as applicable.

## **7. Subscription Date, Use and Obligations**

- 7.1. The Company shall install/deliver the Experience or part thereof as per the lead time of the provided on our Website or by our Sales Person at the delivery address provided by the Subscriber ("Premise") from the receipt of the Security Deposit and a delivery receipt be issued by the Company. The date of delivery receipt shall be the Subscription Date.
- 7.2. The Experience or part thereof shall be used by the Subscriber for personal purposes or where applicable, for the purposes of its executives and his/her family members, servants and guests, without in any way creating right / title interest in the Experience or part thereof except as mentioned in this Agreement.
- 7.3. The Company shall repair or exchange the items in the Experience if the Subscriber faces any technical problems, subject to availability of stock on the receipt of such complaint in writing.

7.4. The Subscription shall be valid for 5 (five) years from the Subscription Date. The Subscription can be renewed at mutually agreed terms by the Parties.

## **8. Joint Subscription**

- 8.1. If the Subscription has been jointly subscribed, one of them at their mutual understanding shall be designated as the Primary Subscriber and the other(s) shall be treated as Secondary Subscriber.
- 8.2. The Primary Subscriber shall be the point of contact for the Company and any benefit accumulated under the Subscription Programme shall be offered and provided to the Subscriber.
- 8.3. In the event of Joint subscription, the accumulated benefit could be assigned by the Primary Subscriber to an identified Secondary Subscriber with the consent of the Company.
- 8.4. Notwithstanding the Clause 8, all joint Subscribers shall be liable for payment of the Subscription Fees, Security deposit or any damages or deductions arising under this Agreement.

## **9. Inspection Rights**

- 9.1. The Company or its designated representative(s) shall have the right to visit the Premise and inspect the various components constituting the Experience or part thereof by providing a 48 hours' notice, either through phone or email, to the Subscriber. In case the Subscriber is not reachable, the Company can visit subscriber's premise any day during business hours.
- 9.2. Such visits may also be required for carrying out the service and maintenance as per the processes and policies under the prevailing Subscription Programme.
- 9.3. The Subscriber shall provide reasonable access to their Premise to enable the Company or its designated representatives

to carry out the inspection and/or service and maintenance to the Experience or part thereof.

## **10. Termination**

Subject to this Agreement, this Agreement can be terminated during the Subscription Period (but only after the expiry of minimum Subscription Period) in following manner

- 10.1. Subscriber may terminate the Subscription after giving **atleast 7(Seven) days** written notice/email.
- 10.2. The Company shall terminate the Subscription after giving a 7 days written notice/email to the Subscriber upon the Subscriber defaulting on the payment of Subscription Fees for one (1) consecutive months and has not paid till the expiry of the 10 days' notice period.
- 10.3. The Company may terminate the Subscription with immediate effect if
  - a) The Subscriber has been found to transfer or license the Subscription in its own name.
  - b) The Subscriber has transferred, assigned or leased the Subscription without Company's approval or violated any other terms of the agreement.

## **11. Effect of Termination**

- 11.1. On Termination of the Subscription,
  - a) The Company shall refund the Security Deposit to the Subscriber after deducting due amount, charges, or damages, if any, in accordance with Clause 6 above.
  - b) The Subscriber shall return the Experience in same condition as taken (normal wear and tear accepted) and Company shall remove the Experience from the premises of the Subscriber at its own cost.
- 11.2. If Termination occurs during minimum Subscription Period, the Subscriber shall

forfeit the Security Deposit and pay due amount, charges, or damages, if any.

- 11.3. The damages will be ascertained by the Company and its decision shall be final in this regard. The Company may waive the damages up to the value of INR 10,000 (Ten Thousand Rupees) only. As an exception to aforesaid, damages shall not be waived off for appliances.

## **12. Duty of Subscriber**

- 12.1. The Subscriber shall not, use or attempt to use the Experience or any part thereof or permit any person to provide Experience or any part thereof to any third party by way of trade or otherwise.
- 12.2. The Subscriber shall not be responsible for normal wear and tear. However, if any item in the home Furniture or Home Décor component of the Experience is missing/lost/misplaced, broken, torn, stained or is damaged during the Subscription Period, the Subscriber shall be responsible for compensating the Company in this regard.
- 12.3. During the Subscription Period, the Subscriber is solely responsible for the Furniture and Home Décor component of the Experience which must remain at the Premises and shall not be moved to another location without the prior written consent of the Company. Relocation of the Experience or part thereof or reinstallation of the Experience shall be as per the prevailing Subscription Programme.
- 12.4. Subscriber shall take reasonable good care of the Experience or part thereof and not sell, sub-hire, assign, convey, transfer or create any rights in relation to the Experience or part thereof to another person.
- 12.5. Subscriber may lease the house furnished with Experience only after the written approval of the Company.

12.6. Further, the Subscriber shall not alter, modify, re-design, re-colour, re-polish, dismantle, re-assemble, change any of the Experience or part thereof, without prior written permission of the Company.

### **13. Intellectual Property Rights**

13.1. The Intellectual Property Rights ("IPR") including trademarks, copyright, design and any other intellectual property in the Experience belongs to the Company. Experience and any other related materials / service via it and IPR therein may not be copied, distributed, published, licensed, used or reproduced in any way.

13.2. Subscriber shall do all reasonable endeavours to safeguard IPR of the Company in the Experience and perform no act which violates the IPR of the Company and report promptly to the Company if any third party violates or claims IPR in the Experience in knowledge of the Subscriber and co-operate in any enforcement or other protective action taken by the Company.

13.3. Subscriber shall not, and shall ensure that any other Person shall not use any reverse engineering, recompilation or disassembly techniques or similar methods to determine any design, concepts, construction method or other aspects of the Experience, or part thereof for any purpose.

13.4. Subscriber shall not make or attempt to make any alterations, modification, additions or enhancements through any means to the Experience or permit the whole or any part of the Experience to be combined with or become incorporated in any other program or Experience.

### **14. Confidentiality**

Subscriber shall keep confidential the terms and conditions of this Agreement and all

information disclosed by the Company to the Subscriber in relation to or in connection to this Agreement including the intellectual property rights in the Experience.

### **15. Disclaimer and Hold Harmless**

15.1. The Subscriber agrees that it is the Subscriber's responsibility to always read the label and/or user manual before using the Experience.

15.2. The company disclaims all warranties, either expressed or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability and fitness for particular purpose with respect to the experience offered.

15.3. In no event shall the Company or its owners, affiliates, employees, contractors, officers, or agents be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from the Experience, whether based on warranty, contract, tort, or any other legal theory.

15.4. The Company shall not be liable for any damages, compensation etc. incurred by the Subscriber or any third Party because of Experience.

15.5. The Liability of the Company arising under or in relation to this Agreement shall not be more than one month Subscription Fees.

### **16. Breach of terms**

In the event of breach of any of the covenants and conditions to be observed and performed by the Subscriber hereunder, the Company may at their option terminate this Agreement by giving the Subscriber a prior ten (10) days' notice in writing, specifying the breach complained thereof and requiring its remedy and this Agreement would stand terminated on the expiry of said notice period, unless the Subscriber would have remedied or repaired

the said breach before the expiry of the said notice period. Further, the Company shall retain its right to claim damages and/or deduct the damages from the Security Deposit or encash the undated cheques.

### **17. Risk of Loss or Damage**

The Subscriber hereby indemnifies and holds harmless the Company against any loss, damage, claim, liability of any kind or nature whatsoever, either to subscriber or to any third party arising from the experience during the subscription period.

### **18. Indemnity**

18.1. Subscriber shall always indemnify, defend and hold harmless the Company from any third party claims including but not limited to by the landlord/owner of the Premises of trespass, damage to the premises, claim of criminal or civil nature or any loss, damage, attorney fees incurred in course/arising out of or in connection with this Agreement.

18.2. The Subscriber agrees to hold the Company indemnified and harmless from any and all claims, demands, rights, lawsuits, causes of action, obligations, controversies, debts, costs, expenses (including but not limited to attorneys' fees), damages, judgments, losses and liabilities of whatever kind or nature, fixed or contingent, in law, equity or otherwise, whether known or unknown, whether or not apparent or concealed arising out the Experience.

### **19. Statutory Action**

If the Subscriber is dispossessed from the usage of Experience or part thereof as a result of any legal proceeding or action against the Company in respect to the Experience or part thereof for the breach by the Company of any law, regulation, rules, bye-laws in force in India, the Agreement shall stand terminated from the date of dispossession of the Subscriber.

### **20. Dispute Resolution and Arbitration**

20.1. In the event of a dispute or difference of any nature whatsoever between the Parties, the same shall be, as far as possible, be resolved through negotiations and in the event of failure of dispute resolution by negotiations, the dispute shall be referred to Arbitration or court of competent jurisdiction.

20.2. If the dispute has been referred to Arbitration proceeding, the Company has the authority to appoint a sole arbitrator and the Subscriber hereby consents for the appointment of Sole Arbitrator by the Company for resolution of dispute. The decision of the Sole Arbitrator shall be final and binding on both the parties. The venue of arbitration shall be Bangalore and the Arbitration proceedings shall be conducted in accordance with provisions of the Arbitration and Conciliation Act, 1996 or any subsequent modifications thereto. The proceeding shall be in English.

### **21. Miscellaneous**

21.1. *Notice:* Any notice to be served on the other Party shall be sent to the address mentioned in this Agreement or as updated by the Parties from time to time through pre-paid recorded delivery and shall be deemed to have been received by the addressee within 48 hours of posting.

21.2. *Assignment:* The Company may assign any of its rights under this Agreement to any person or entity without the prior written

consent of the Subscriber. The Subscriber may assign any of its rights under this Agreement to any person or entity only upon receipt of prior written consent of the Company.

21.3. *Amendments:* No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialled by all signatories to this Agreement.

21.4. *Survival:* Termination of this Agreement shall not affect those provisions hereof that by their nature are intended to survive such termination including Clause 6.2, 6.3, 11, 13, 14, 15, 16, 18, 19, 20, 21.1, 21.4 and 21.5.

21.5. *Governing Law and Jurisdiction:* This Agreement shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings to enforce this Agreement. The Parties irrevocably submit to the exclusive jurisdiction of any competent courts situated at Bangalore and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

21.6. *Severability:* If any paragraph, sub-paragraph, or provision of this Agreement, or the application of such paragraph, sub-paragraph, or provision, is held invalid or excessively broad by a court of competent jurisdiction, the remainder of this Agreement, and the application of such paragraph, sub-paragraph, or provision to Persons, or circumstances other than those with respect to which it is held invalid shall not be affected.

21.7. *Entire Agreement:* This Agreement along with its Annexure and Subscription Application Form constitutes the entire agreement between the Parties with respect to the matters contained herein and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, with respect to the subject matter of this Agreement.

## Annexure I

### Subscription Program

- These provisions of the Subscription Programme are binding and enforceable and always to be read together with Subscription Agreement entered by the Subscriber along with its Annexures & Schedules.
- The Company reserves the right at its sole discretion to vary or amend Experience constituents and/or any of these terms and conditions from time to time.
- The Company will notify Subscribers of any changes to the terms and conditions which may affect Subscribers before the revised terms and conditions come into effect.
- Subscribers may request a copy of the Subscription Programme from the Company at any time.

#### 1. Definition

- a. "Subscription Month" means 1 (one) month of fully paid Subscription Period.
- b. Any definition not defined in this document shall have the same meaning as ascribed to it in Subscription Agreement.

#### 2. The Experience

- a. Each Experience offered for Subscription may have various Themes. Each Experience is pre-defined and no customisation of the Experience is permitted.
- b. If the Subscription involves more than one room, the Themes can be selected per room.
- c. The Experience subscribed by a particular Subscriber shall be as per the detail in the Subscription Form.

#### 3. Continuation of Subscription after the minimum Subscription Period

- a. The Subscriber shall inform at least 7 days before the expiry of minimum Subscription Period to the Company about his/her

discontinuance of the Subscription upon expiry of minimum Subscription Period.

- b. If no such information is provided, the Experience will be automatically extended for life time without any further action/information from the Subscriber.

#### 4. Benefits

- a. Subscribers can avail following benefits during the Subscription Period ("Benefit"):

##### a) Experience Swap

The Subscriber can request the Company for a change to different Experience ("Experience Swap") and the Company shall install/deliver the new Experience /Theme within the lead time provided on our website or our sales person from receipt of such request from the Subscriber. The Subscription Fee and the Security Deposit shall be revised according to the new Experience.

##### b) Cleaning Services

The Subscriber can avail of **Cleaning Services** on prior written notice of 7(seven) days in writing. However, the said service shall only be available once in six months. The Cleaning Service would include cleaning of furniture surfaces and cushions of the Company only.

##### c) Pause the Experience

- i. Subscriber can Pause the Experience for a period ("Pause Period") of minimum of 1 (one) month without incurring any additional fees by giving the Company a 7 (Seven) days prior notice in writing explicitly specifying the date from which the Experience shall Pause.
- ii. The Company reserves the right to decide the maximum period up to which Pause Period can be extended on a case to case basis.
- iii. During the Pause, the Subscriber shall not be liable to pay the monthly Subscription Fees.
- iv. The Subscriber agrees and accepts that the Company shall remove the Experience and reinstall on the date of resuming of the

Experience. Experience once resumed shall continue for minimum of 3 months.

v. Termination

a) If the aggregate total period of Subscription prior to Pause and after Pause Period is less than 6 (Six) Subscription Months, the Subscriber shall forfeit the entire Security Deposit.

b) If the aggregate total period of subscription prior to pause and after pause period is greater than 6(six) Subscription Months, the Company shall return the Security Deposit after deducting the Subscription Fee of a month.

*d) Shifting*

i. The Subscriber can avail of the “**We move with You**” benefit i.e. shifting of the Experience from the Premise to another premise within any other city where the company has its operations.

ii. The Company shall be responsible for the shifting/relocating of the Furlenco Experience only.

b. Subscribers can avail each Benefit free of cost (“Free Benefit”) once in every 12 Subscription Months which is liable to expire at the end of the 12<sup>th</sup> Subscription Month.

c. The next Free Benefit of same kind shall be availed only after the expiry of 12 (twelve) Subscription Months from the date of availing the earlier such Free Benefit.

d. Any Benefit in excess of the Free Benefit can be availed during Subscription Period for payment of a fee of INR 5000/-only.