

RENTOMOJO | RENTAL TERMS AND CONDITIONS | POSTPAID

1. TERM

- 1.1. This **Agreement** shall commence on the date the products (*as more fully set out in the **Product Schedule** signed by the Customer*) ("**Product(s)**") are delivered to the customer (*the details of whom are more fully set out in the Product Schedule*) (hereinafter referred to as the "**Customer**") and shall include any other person to whom acquires the rights and liabilities of the Customer by way of novation of this Agreement) by Rentomojo Limited (*formerly Edunetwork Private Limited & Rentomojo Private Limited* and hereinafter referred to as "**Rentomojo**") and/or its product partner ("**Product Partner**") and remain in full force and effect until such time the Products are returned to Rentomojo or the Product Partner and all payments have been received by Rentomojo or such Product Partner from the Customer.
- 1.2. Unless the Agreement has been terminated prior to the expiry of the minimum tenure (*the tenure selected by **Customer** at the time of placing the order or 3 months for bundle products provided under the "Limitless Plan"*) as per clause 16 of this Agreement, on the completion of the minimum tenure, this Agreement shall be deemed to be renewed automatically ("**Auto Renewal**") on a monthly basis , until such time the Customer himself/herself terminates the Agreement ("**Auto Renewal Period**"). However, if the Product is owned by the Product Partner, the aforesaid Auto Renewal shall be subject to the existence of a valid and active agreement between the Product Partner and Rentomojo. The Customer hereby agrees that Rentomojo reserves the right to reject Auto Renewal at its sole discretion. In the case of such rejection, the Customer shall be provided with an option to accept the replacement of such Product or to terminate the subscription pertaining to that particular Product.
- 1.3. In case of Products not rented under Limitless Plan, the Customer may reach out to Rentomojo to extend the minimum tenure of the order for a further period any time prior to the completion of the ongoing minimum tenure and avail reduced monthly rentals for such extended period by the Customer and Rentomojo may, at its sole discretion and without any obligation, allow such extension. However, if the Product is owned by the Product Partner, the aforesaid extension shall be subject to the existence of a valid and active agreement between the Product Partner and Rentomojo. It is hereby clarified that, in the case of Auto Renewal the Customer shall not be entitled to the reduced monthly rentals.

2. EARLY CLOSURE

- 2.1. Rentomojo provides its Customers with an option to terminate the Agreement anytime during the term of the Agreement. In case the Agreement is terminated prior to the completion of the minimum tenure, then such termination shall be deemed to be an "**Early Closure**". In case of Early Closure, the Customer can request to close the complete order or return only some specific Products forming part of the order by informing Rentomojo any time prior to the date on which the Customer wishes to close such order / return such Products. Rentomojo provides its Customers with different monthly rental rates depending on the minimum tenure selected by the Customer at the time of order placement and during the extension period by the Customer. In the event of Early Closure, the Customer shall be liable to pay the Early Closure charges which shall be calculated based on the original tenure selected by the Customer at the time of placing the order (3 months in the case of Limitless Plan).
- 2.2. The Customer shall not be liable to pay Early Closure charges if the Customer has completed a minimum tenure of one month less than the total tenure selected by the Customer ("**Early Closure Waiver**"). Early Closure Waiver is applicable on a product level, and the same cannot be clubbed with any other products which do not qualify for Early Closure Waiver. The Customer shall not be liable to pay Early Closure charges for termination during the Auto Renewal Period.

3. PAYMENT

- 3.1. Rentomojo will raise the invoice on the last day of every month, the payment for which shall be due on the 10th day of the succeeding month (“**Due Date**”). The Customer will pay the rental charge as per the invoice, which will be visible in the Customer’s Rentomojo account.
- 3.2. If the Customer has not opted for Advance Rental (*as defined in Clause 4 below*), any payment made by such Customer beyond the Due Date shall incur a late collection fee. Late collection fees shall be levied on the rental due amount only. The late collection fees of 10% shall be levied on the invoice amount on the 11th day of the month. This is a one-time fee on every delayed invoice and is a fixed amount irrespective of the number of days of delay.
- 3.3. If the Products are delivered anytime during the middle of the month, the first month’s rental charges shall be calculated on a pro-rata basis from the date of delivery or installation (if applicable), as the case may be, until the last day of the first month.
- 3.4. In case of order expiry or termination or early closure, the last month's rental shall be calculated on a pro-rata basis from the 01st day of the month until the actual date of pickup of the Product from the Customer.
- 3.5. The Customer shall make all payments to Rentomojo only. Rentomojo shall not be liable for any payment made to any broker/third party by the Customer.
- 3.6. Rentomojo reserves the right to share information with credit rating agencies pursuant to Clause 13 of this Agreement. The Customer hereby agrees that nonpayment of rental dues, late fees, value of the assets rented, and any other non-payment, may affect the credit rating of the Customer, and Rentomojo shall not be liable for any claim from the Customer for sharing such information with credit rating agencies. In the event, that the Customer does not make payments to Rentomojo or does not return the Products and/or is not traceable, in addition to any other right of Rentomojo, the Customer agrees that Rentomojo and / or the Product Partner shall have the right to reach out to the Customer’s relatives, friends, employer, offices and shall inform them about the Customer’s default. The Customer hereby agrees that neither Rentomojo nor the Product Partner shall be liable for any inconvenience or loss caused to the Customer for such action by Rentomojo and / or the Product Partner.

4. ADVANCE RENTAL

- 4.1. Rentomojo may, at its sole discretion:
 - a. offer the option to pay the rental charges in advance (“**Advance Rental**”) for certain Products and for designated tenures. The Customer understands that Rentomojo reserves the right to modify, withdraw or discontinue this option at any time without any prior notice.
 - b. waive off the payment of Security Deposit (*defined below*) for the Product for which the Customer opts to pay the Advance Rental at the time of placement of the order.
 - c. allow the Customer to skip submission of bank statements for the purpose of KYC (*defined below*) in case the Customer opts to pay the Advance Rental. However, all other identification and address proof requirements for the KYC as per applicable laws and internal policies of Rentomojo shall still be applicable.
 - d. offer discounted rental pricing in case the Customer opts for Advance Rental. The applicable discounted rate, if any, shall be clearly communicated to the Customer at the time of placing the order.

- 4.2. The total amount paid as Advance Rental at the time of placement of order shall be credited to the Customer's Rentomojo account and shall be visible in the 'Rentomoney Wallet'. Rentomojo shall continue to generate monthly invoices for the applicable monthly rental (as per the discounted or standard rate, as the case may be) which shall continue to get deducted monthly on a pro-rata basis from the Rentomoney Wallet. The Customer may view the available Rentomoney Wallet balance at any time by logging into its Rentomojo account. It is to be noted that any other payment made in advance (apart from Advance Rental) by the Customer shall also be credited to the Rentomoney Wallet.
- 4.3. The Customer hereby explicitly understands and agrees that the Advance Rental paid by the Customer shall be strictly non-refundable. In cases where the Customer returns the Product prior to completion of the selected tenure, the entire unused portion of the Advance Rental Balance shall be forfeited by Rentomojo as "**Advance Rental Forfeiture Charges**". No partial or complete refund or adjustment shall be made for any portion of the Advance Rental Forfeiture Charges in any scenario whatsoever.
- 4.4. After completion of the selected Advance Rental tenure, the Customer may continue using the Product. In such cases, the Customer shall be required to make monthly rental payments as per the terms outlined in Clause 3 hereinabove or pay additional Advance Rental (if the option is available).

5. **SECURITY DEPOSIT**

- 5.1. In addition to the monthly rental, the Customer shall pay a refundable security deposit ("**Security Deposit**"). The Security Deposit shall not carry any interest in the entire tenure. The Security Deposit shall be refunded to the Customer on termination and after taking back all the Products from the Customer's possession. Once the final quality check is performed on all the Products, and in case no damage is found, the Security Deposit after adjusting any pending dues shall be refunded within 7 days to the Customer, subject to receipt of correct bank details from the Customer, in case not previously provided to Rentomojo.
- 5.2. Rentomojo shall refund the Security Deposit to the account specified by the Customer at the time of raising the closure request. If for any reason, the bank details are not provided by the Customer or are not available with Rentomojo, then Rentomojo shall intimate the Customer requesting them to update the bank account details. Rentomojo shall send 3 reminders (1 every month) to the Customer to update such bank account details. If the Customer fails to update the details as requested, then Rentomojo reserves the right to forfeit the amount. The Customer hereby agrees and acknowledges that it shall have no claim on such amount post forfeiture and shall not hold Rentomojo liable for any claims or damages. However, Rentomojo may, at its sole discretion choose to refund the amount post forfeiture.
- 5.3. In case any damage is found in any Product, Rentomojo shall have the right to deduct the charges for the damages or any other pending dues from the Security Deposit paid by the Customer and shall refund the remaining amount to the Customer. In case of default in the payment of monthly rentals (including late fee), Rentomojo shall have the right to deduct such monthly rental dues from the Security Deposit and may at its sole discretion refund or forfeit the remaining balance of the Security Deposit upon a continuous delay in payment of monthly rental dues.
- 5.4. The Security Deposit shall not include any monthly rental. The Customer cannot request the monthly invoice dues to be adjusted from the Security Deposit, except upon closure of the subscription.

6. **ORDER CONFIRMATION**

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

- 6.2. In the event that any product selected by the Customer is unavailable, Rentomojo shall inform the Customer. Rentomojo reserves the right to replace any product selected by the Customer in the event of unavailability of the selected product. The Customer shall be provided with an option to either accept or deny such substitution at the time of confirming the order. Mere payment of the Security Deposit shall not be considered as a valid contract. In the event that the Customer does not accept the substitute Product, Rentomojo shall refund the Security Deposit paid by the Customer as per Clause 5 of this Agreement.
- 6.3. The Customer shall strictly use the Products solely for domestic purposes within domestic establishments and shall not, under any circumstances, utilise the Products in any commercial establishment or for any commercial purpose whatsoever without specific prior written approval from Rentomojo. The order raised by the Customer shall be processed subject to successful verification of the KYC, serviceability of the Customer location and the type of Customer's establishment where the Products are intended to be used, as per Rentomojo and / or Product Partner's Policy. In case the KYC verification is not successful, or the location is not serviceable by Rentomojo and/or the Product Partner, or it seems that the Products are intended to be used in any commercial establishment or for any commercial purpose whatsoever, **Rentomojo reserves the right to reject the Customer's order. Rentomojo also reserves the right to reject the Customer's order at any time prior to delivery, at its sole discretion without assigning any reason even after successful KYC or serviceability of the location.** In the event the order is rejected by Rentomojo, the Security Deposit paid by the Customer shall be refunded to the Customer as per Clause 5 of this Agreement.
- 6.4. The confirmation of the order placed by the Customer is also subject to verification of all the details of the Customer (including but not limited to his / her credit score) provided by him / her or sourced by Rentomojo. The Customer authorizes Rentomojo to verify all the details provided by him/her and verify his/her credit score by evaluating their credit report with the help of any credit bureau and/or any other third party.

7. DELIVERY AND INSTALLATION

- 7.1. On confirmation of the order by the Customer, Rentomojo or its Product Partner shall, through themselves or through their respective logistic partner ("**Logistic Partner**") deliver the Products to the location specified by the Customer and if required, install the Products either by themselves or through their respective service partner ("**Service Partner**").
- 7.2. The Customer shall be present at the location at the time of delivery and installation agreed between Rentomojo / Product Partner / Logistic Partner / Service Partner (as the case may be) and the Customer. In case the Customer is unavailable at the time of delivery or installation, the Customer shall appoint a representative (by way of an authorization letter) to take delivery of the Products and / or to get the same installed and the same shall be communicated to Rentomojo / Product Partner / Logistic Partner / Service Partner prior to the delivery / installation. The representative shall provide a copy of his/her ID proof and authorization letter from the Customer to the delivery personnel assigned by Rentomojo/ Product Partner / Logistic Partner / Service Partner.
- 7.3. Rentomojo reserves the right to charge non-refundable delivery fees and installation fees for delivery and installation (if required) of the Products which will be visible at the time of order placement. Furthermore, in case the Customer (a) is not present or has not assigned a representative for taking the delivery or facilitate the installation, at the location and a second delivery / installation attempt is required; or (b) has requested for priority or special delivery / installation for a particular date, Rentomojo may charge an additional non-refundable delivery / installation cost to the Customer.

- 7.4. The non-refundable installation fees levied by Rentomojo pertain solely to the provision and installation of standard quantities and specifications of parts, fittings, components or labour as required for a standard installation. Rentomojo expressly reserves the right to levy additional charges for any non-standard, supplementary, or excess parts, fittings, components, or labour that may be necessary to complete the installation of the Products at the Customer's premises, such determination shall be made at the sole discretion of Rentomojo.
- 7.5. Rentomojo / Product Partner shall inspect the quality and ensure that the Products are working and in usable condition before the delivery of the Products to the Customer. The Customer or its appointed representative shall inspect the Products for any damage and quality during the time of delivery. In case any Product is damaged during transit or unfit for use, Rentomojo / Product Partner shall replace the same at its own cost and in case a replacement is not required, such damage shall be noted in the delivery receipt and a photo of the same shall be taken for record. In case any claim of damage is brought against the Product after the acceptance of delivery by the Customer, Rentomojo / Product Partner / Logistics Partner shall not be responsible towards replacing the Product and Rentomojo may levy a damage charge as ascertained in accordance with the damage policy below.
- 7.6. The Customer shall ensure the entry of the delivery vehicle inside the premises where the delivery location is situated and ensure that prior permission is obtained for the use of the elevator of the building, for delivery of the Products to the location.
- 7.7. It shall be the duty of the Customer to take all necessary precautions to ensure the safety of its premises and personal belongings during the delivery, installation, service, and/or pickup of the Products.

8. **DAMAGE / THEFT / LOSS**

- 8.1. The Customer hereby agrees that in case of any damage caused to the Product or theft (including disappearance) or loss of the Product, the Customer shall be solely liable towards repair and replacement cost of the Product. In the event the Product is stolen or damaged beyond repair, the Customer shall be liable to pay Rentomojo the market price of the Product. Minor scratches and chipping (depending on size) to wooden furniture shall be considered as normal wear and tear.
- 8.2. The extent of damage will be ascertained by comparing against the quality control document signed by the Customer and the photographs taken on delivery and return pickup day.
- 8.3. Rentomojo / Product Partner shall ascertain the extent of the damage and applicable penalty for such damage on the receipt of the Products from the Customer. In the event it is found that in any Product, any substandard parts are used, or repair carried out by any person not authorized by Rentomojo/ Product Partner, then a penalty may be levied as per the policy of Rentomojo. Any removal, alteration, disfiguring or covering up of any numbers, lettering, or insignia displayed on any Product shall be considered as damage to the Product and shall be chargeable against the Customer. A damage claim report shall be sent to the Customer's registered e-mail address.

9. **DAMAGE WAIVER**

- 9.1. Rentomojo offers customers the option to secure their rented products through mojo secure ("**Mojo Secure**"), a damage waiver plan that covers certain types of damage. When a Product is protected under Mojo Secure, all involuntary damages, including regular wear and tears, scratches, dents, and similar issues, will be waived up to 100%. It is hereby agreed by the Customer that Rentomojo shall have the sole and absolute discretion to decide whether damage to a Product is voluntary or non-voluntary. The waiver percentage is at the sole discretion of Rentomojo. To receive this coverage, the Customer must pay a monthly amount in addition to the monthly rental fee. In case where the Customer has opted for Mojo Secure for a Product but has failed to pay the corresponding amount towards the same (along with

the monthly rental) on a timely basis (i.e. delayed payments), Rentomojo may, at its sole discretion refuse to provide the waiver as originally intended. Merely opting for Mojo Secure shall not be sufficient to claim waiver but payment of the intended amount is required for claiming such waiver.

10. SERVICE AND MAINTENANCE

- 10.1. Any service / maintenance for the Product shall be provided by Rentomojo / Product Partners and / or their respective service partner (“**Service Partner**”). Rentomojo / Product Partner / Service Partner shall provide the service / maintenance, only upon request from the Customer. The free of cost service / maintenance (maintenance only once a year) shall not include any damage or breakdown due to mishandling of the Product by the Customer.
- 10.2. In case any additional maintenance / service is required for the Products, the Customer shall raise the request for such service. Initially, Rentomojo /Product Partner / Service Partner may try to resolve the issue over the call. In case the same is not resolved, Rentomojo / Product Partner / Service Partner shall send its representative within 5 working days from the date of service request raised by the Customer to assess and conduct minor repairs in the Product. In case of major repairs which cannot be resolved at the Customer’s Premises, Rentomojo’s / Product Partner’s / Service Partner’s representative shall pick up the Product from the Customer’s premises to be repaired at Rentomojo’s / Product Partner’s / Service Partner’s premises.
- 10.3. Thereafter, Rentomojo/ Product Partner / Service Partner shall carry out the major repairs in the Product within 5-10 working days after the request has been raised by the Customer. In the event that the issue is not resolved during repair, Rentomojo / Product Partner shall provide a replacement for the Product. Any additional cost incurred by Rentomojo/ Product Partner / Service Partner during the maintenance and cleaning due to any damages to the Product shall be borne solely and paid by the Customer, either via online payment or as advised by Rentomojo service representative. The Customer shall also be liable to pay for any quality assessment check (QC) cost incurred and or any service charges incurred by Rentomojo / Product Partner / Service Partner for the service. Any service arising out of the damage caused to the Product due to usage by the Customer, the Customer shall be liable to pay for the same.
- 10.4. Rentomojo reserves the right to reject free of cost maintenance / service to the Customer in case Rentomojo is of the opinion that the Product is damaged due to any reason attributable to the Customer. In such a scenario, the damages will be addressed as per Clause 8 of this Agreement.
- 10.5. In case the repair of the Product is warranted due to any damage done by the Customer, then the Customer shall be liable to pay the monthly rentals for the entire duration the Product was being repaired.

11. CUSTOMER DATA AND TRACKING SOFTWARE

The provisions of this Clause 11 shall apply exclusively to mobile phones, tablets, laptops, or any other Products rented from Rentomojo that are capable of storing or processing Customer’s Data (as defined below).

11.1. Customer Data Deletion, Disclaimer of Liability and Customer Obligations

- (a) The Customer acknowledges and agrees that during (i) any maintenance, servicing, repair, or inspection of the Product in accordance with Clause 10; or (ii) upon return of the Product on account of expiry, termination, cancellation, or non-renewal of this Agreement, any and all data or information stored on the Product (including but not limited to software programs, contacts, messages, emails, images, videos, files, documents, passwords, biometric data, financial data, browsing history, cookies, saved credentials, or any other

personal or sensitive personal data or information, collectively referred to as the "**Data**") may be irreversibly deleted, reformatted, or rendered inaccessible by Rentomojo / Product Partners / Service Partners, as the case may be.

- (b) The Customer expressly acknowledges that Rentomojo / Product Partners / Service Partners shall bear no responsibility or liability whatsoever for any loss, deletion, corruption, leakage or destruction of the Customer's Data, including but not limited to any direct, indirect, incidental, consequential, exemplary, or special damages or lost profits, regardless of whether anyone was advised of the possibility of such loss or damage.
- (c) The Customer shall be solely and exclusively responsible for:
 - i. taking full, complete, and secure backup of any and all Data;
 - ii. permanently deleting all Data prior to return or surrender of the Product;
 - iii. removing any SIM cards, memory cards, external storage devices, or any other accessories prior to handing over the Product to Rentomojo or its representatives.
- (d) The Customer further agrees that any Data not deleted by the Customer prior to return of the Product may be processed by Rentomojo or its authorized agents solely for the purposes of deleting or wiping the Data, and no liability shall arise therefrom.
- (e) For the purposes of applicable data protection laws, the Customer acknowledges that they remain the "Data Principal" of any personal Data stored on the Product, and Rentomojo acts purely as a "Processor" only for the limited purpose of deletion or data wiping.
- (f) The Customer further acknowledges and agrees that Rentomojo / Product Partners / Service Partners shall have no obligation to retrieve, recover, extract, or reconstruct any Data from the Product for instances including and not limited to (1) any virus, malware, or similar threat which leads to making the Product unusable or corrupts the Data; (2) during the the Product provided for services/repair; (3) has been surrendered or handed over by the Customer during return. However, in the event Rentomojo, at its sole discretion and without any obligation, agrees to undertake any Data recovery or retrieval efforts upon the specific request of the Customer, all costs, charges, expenses, professional fees, third-party charges, and applicable taxes incurred in connection with such recovery shall be borne solely and entirely by the Customer. The Customer shall make payment of such non-refundable amounts to Rentomojo in advance prior to initiation of any such recovery attempt, irrespective of whether such attempts result in effective Data recovery or not.

11.2. **Tracking Software Installation and Consent**

- (a) The Customer acknowledges and agrees that Rentomojo / Product Partners may, at their sole discretion, install, operate, and maintain tracking software, device management software, remote monitoring tools, or location tracking systems ("**Tracking Software**") on the Product for purposes of asset protection and theft prevention.
- (b) The Customer provides express, informed, and irrevocable consent to:
 - i. the installation and operation of such Tracking Software;

- ii. the transmission of location data, device usage data, or system status data to Rentomojo / Product Partners, as the case may be; and
 - iii. any processing, storage, or use of such data solely for legitimate business interests and protection of the Product.
 - (c) The Customer shall not, directly or indirectly:
 - i. disable, modify, tamper with, uninstall, obstruct, or otherwise interfere with the operation of such Tracking Software;
 - ii. prevent or restrict Rentomojo / Product Partners from accessing the Tracking Software for lawful purposes.
 - (d) In the event such Tracking Software is automatically disabled, deleted, or rendered non-functional due to firmware updates, operating system upgrades, or otherwise, the Customer shall immediately notify Rentomojo in writing and shall fully cooperate in promptly reinstalling or restoring the same.
- 11.3. The provisions of this Clause 11 shall survive the termination, cancellation, or expiry of this Agreement.
12. **INSPECTION**
- 12.1. Rentomojo / Product Partner reserves the right to inspect the Product delivered to the Customer during the term of the Agreement. Rentomojo / Product Partner shall provide reasonable prior intimation to the Customer regarding the visit for inspection of its own or Service Provider's representative to avoid any inconvenience to the Customer. The Customer shall ensure that the representative of Rentomojo / Product Partner / Service Provider is provided with proper access to all the Products / premises for inspection.
13. **INFORMATION OF CUSTOMERS**
- 13.1. Rentomojo reserves the right to disclose the information ("**Information**") of the Customers (including the personally identifiable information and financial information) with its Products Partners, Service Partners, Logistics Partners and any other partners and affiliates, recovery / collection agencies (all collectively referred to as "**Business Partners**"), credit bureaus, financial agencies and likewise solely for the purpose of providing services under the Agreement and the Customer hereby authorizes Rentomojo to do so. Rentomojo shall neither use nor disclose the Customer's Information for any purpose not enumerated in the Agreement.
- 13.2. Notwithstanding anything contained in this Clause, Rentomojo reserves the right to disclose:
- a) The Information in case it is required to be disclosed by way of an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process, law or governmental order, decree, regulation or rule; and
 - b) Customer's Financial Information with credit rating agencies. The Customer hereby agrees that non-payment of rental dues, late fees and any other non-payment may affect the credit rating of the Customer and Rentomojo shall not be liable for any claim from the Customer for sharing such Information with credit rating agencies.

14. **RELOCATION**

- 14.1. In case the Customer wishes to relocate or remove the Product(s) from the registered address, a request shall be made to Rentomojo 7 to 14 days prior to the date the Customer wishes to relocate the Product along with the address proof of the new address. Once the request is raised, but subject to the serviceability of the location, Rentomojo / Product Partner / Logistic Partner shall remove or relocate the Product through its personnel only as per the mutually decided date with the Customer. Relocation shall be subject to the serviceability of the new location of the Customer. In the event that the location is not serviceable by Rentomojo / Product Partner, the same shall be treated as an Early Closure of the Agreement as per Clause 2 in the event such relocation request is raised prior to completion of minimum tenure, and the rental dues shall be payable as enumerated in Clause 2. The Customer undertakes that, under no circumstances, shall it relocate the Products without adhering to the process stipulated herein.

15. **UPGRADE OPTION**

- 15.1. Rentomojo provides its Customers with an option to upgrade the Products taken on rental basis on the following terms and conditions:
- a) Customer is eligible for upgrading of Product after completion of minimum of 6 (six) months continuous tenure;
 - b) Upgrade option will be valid only on Products of equal or of higher monthly rent of the current Product used by the Customer;
 - c) Time taken for upgrade of the Product shall be 7 (seven) days from the receipt of the request by Rentomojo, subject to the availability of the new Product requested by the Customer; and
 - d) The upgrade option shall be available only for the same category of Products.
- 15.2. The Customer hereby agrees that the option to upgrade the Products is also subject to the Product Partners (if the product is a partner product) providing a similar facility. The Customer further agrees that upgrading of the Product is not its right but only an option provided by Rentomojo and the Customer shall not hold Rentomojo liable in any manner whatsoever in case the Customer is not able to avail the same due to any reason whatsoever.

16. **TERMINATION**

- 16.1. The Customer shall have the right of Early Closure as more particularly explained in Clause 2 of the Agreement.
- 16.2. In the event, the Customer does not wish to extend the rental period beyond the selected minimum tenure or during the extended minimum tenure or during the Auto Renewal Period, the Customer can terminate the Agreement with prior 7 (seven) days' notice to Rentomojo.
- 16.3. Rentomojo shall have the right to terminate this Agreement immediately in the following events:
- a) Default of payment of rental dues or any other payment dues by the Customer; or
 - b) Breach of any of the terms of this Agreement.
- 16.4. Consequences of termination:

- i. Rentomojo / Product Partner shall have the right to take possession of the Products delivered to the Customer immediately;
 - ii. Any payment pending from the Customer shall become payable immediately to Rentomojo.
 - iii. The Security Deposit paid by the Customer shall be refunded to the Customer post the damage assessment of the Products, as per Clause 5 & 8 of this Agreement.
- 16.5. In case of termination due to non-payment of rental dues, the Security Deposit refund shall be determined subject to Clause 5 of this Agreement.
- 16.6. Notwithstanding any other terms of this Agreement, Rentomojo shall have the right to terminate the Agreement without any cause by providing 30 (thirty) days' notice to the Customer.
- 16.7. In the event of a partial closure of Products covered under a single Limitless Plan, the remaining Products within the Limitless Plan will automatically be removed from the Limitless Plan. Following this change, such Products will no longer be eligible for the benefits and pricing under the Limitless Plan. Each Product will instead be subject to individual rental charges, as per Rentomojo's standard rental rates applicable at the time. By agreeing to these terms, the Customer acknowledges and accepts the re-calculation of rental charges for the remaining Products and agrees to pay the adjusted individual rental rates moving forward.

17. **OWNERSHIP OF PRODUCTS**

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

18. **ASSIGNMENT**

- 18.1. The Customer shall not assign or transfer any interest in this Agreement or the Products without the written consent of Rentomojo. Any such transfer or assignment shall be considered as illegal and hence a violation of the terms of this Agreement. The Customer has an option to novate the agreement in favor of any third party and request Rentomojo for a novation agreement, provided the KYC of such third party is approved by Rentomojo and the location is serviceable.
- 18.2. Rentomojo reserves the right to assign this Agreement to any third party (including credit rating agencies, customer rating agencies, factoring agents and NBFC) without prior notice to the Customer.

19. **INDEMNIFICATION**

- 19.1. The Customer shall indemnify, defend and hold Rentomojo and its Business Partners harmless from and against any claim, demand, cause of action or loss or liability (including, but not limited to, attorneys' fees and costs) for any Product damage or personal injury arising from the Customer's use of the Product by any cause. The provisions of this Clause shall survive the termination of this Agreement with respect to any claim or liability accruing before such termination. In no event shall Rentomojo and its Business Partners be liable for any direct, indirect, special or consequential loss or damage arising out of the Customer's use of the Products.

20. **GOVERNING LAW**

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

21. **ENTIRE AGREEMENT**

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

22. **LIMITATION OF LIABILITY**

- 22.1. In no event and circumstances shall Rentomojo and /or its Business Partners be liable for any loss, damage, claim, any loss of revenue, profits, or Data of any kind in connection with the delivery, installation, services, use or pick up of the Products, even if it has been advised of the possibility of such damage. Notwithstanding any other provision of this Agreement Rentomojo's total liability to Customer shall not exceed the total amount equivalent to 1 (one) month rental collected from the Customer.
- 22.2. The provisions of this Clause shall survive the termination, cancellation, or expiry of this Agreement.

23. **DISCLAIMER**

- 23.1. Rentomojo reserves the right to cancel any orders completely or partially before delivery without prior information & in such scenarios, Rentomojo shall initiate the refund process for the deposit amount and the Customer will receive the same in its source account within 7-10 working days.
- 23.2. Any current/future orders placed by the Customer have no connection with any of his/her previous orders.
- 23.3. The Products availed by the Customer are owned by Rentomojo or its Product Partners based on the terms agreed between Rentomojo and its Product Partners. The Customer shall be liable for any damage, total loss or non-payment claims made by Rentomojo or its Product Partner and shall not claim any lack of privity of contract.