

## **TERMS & CONDITIONS**

### **1. TERM**

This Agreement shall commence on the date the products (more fully set out in the Schedule) (“**Product(s)**”) are delivered to the Customer and remain in full force and effect until the fixed period [equivalent to the tenure of the contract that is agreed by the Customer while booking the Product(s)] expires and the Products is returned to Rentomojo, unless terminated earlier or extended pursuant to the flexi tenure policy.

### **2. FLEXI TENURE POLICY**

Rentomojo provides its Customers, an option to opt for flexible tenure (“**Flexi Tenure**”) for early closure and/or extension of the term of the Agreement. In case of early closure, the Customer can request for closing the order by informing Rentomojo, 2 (two) weeks prior to the closure date. Rentomojo provides its Customer with different monthly rental rates depending on the tenure of the Agreement at the time of order placement. In the event of early closure, the difference in monthly rental amount shall be calculated as per the monthly rental rates between Agreement tenure (the tenure selected at order placement) and Actual tenure served (effective tenure at early closure) will have to be paid. The minimum tenure for the Product shall be calculated as 6 months.

For extension of the term beyond the Agreement tenure by the Customer, the monthly rate applicable at the time of extension shall be followed for calculation of rental amount for the extension period. Any extension or early closure shall be done only through the Rentomojo website and such extension or early closure shall be deemed to be pursuant to this Agreement. Rentomojo reserves the right to revise the rental rates any time at its sole discretion.

### **3. PAYMENT**

The invoice shall be raised by Rentomojo on the 1st day of every month and the due date for payment shall be the 10th day of the month (“**Due Date**”). Customer shall pay the rental charge as per the invoice raised and mailed to the Customer’s registered e-mail address. Payment made beyond the Due Date shall incur a late fee. Late fees shall be levied on the rental due amount only. The late fees shall be applied three times each month; 10% on the 11th day of the month, another 5% on the 18th day of the month and another 5% on 25th day of the month, the late fees shall be applied only on the pending amount. In case the Products are delivered anytime during the month, the first month shall be calculated on a pro-rata basis from the date of delivery until the last day of the first month.

The Customer shall make all payments to Rentomojo only. Rentomojo shall not be liable for any payment made to any broker/third party by the Customer. Rentomojo reserves the right to share information with credit rating agencies pursuant to Clause 13 of this Agreement. The Customer hereby agrees that non-payment of rental dues, late fees, asset value leased and any other non-payment, may affect the credit rating of the Customer and Rentomojo shall not be liable for any claim from the Customer for sharing such information with credit rating agencies.

### **4. SECURITY DEPOSIT**

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

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

In case any damage is found in any Product, Rentomojo shall have the right to deduct the charges for the damages or monthly dues from the Security Deposit paid by the Customer and shall refund the remaining amount to the Customer. In case of default in the payment of monthly rentals (including late fee), Rentomojo shall have the right to deduct such rental dues from the Security Deposit and may at its sole discretion refund or forfeit the remaining balance of the Security Deposit. The Security Deposit shall not include any monthly rental. The Customer cannot request for the monthly invoice dues to be adjusted from the Security Deposit.

### **5. ORDER CONFIRMATION**

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

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

### **6. DELIVERY**

On confirmation of the order by the Customer, Rentomojo shall deliver the Products to the location specified by the Customer. The cost of the delivery shall be borne by Rentomojo. The Customer shall be present at the location at the time of delivery agreed between Rentomojo and the Customer. In case the Customer is not present or has not assigned a representative for taking delivery, at the location and a second delivery attempt is required, Rentomojo shall charge an extra delivery cost to the Customer.

Rentomojo 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 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 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 shall not be responsible towards replacing the Product and shall levy a damage

to be ascertained as per the damage policy below.

## **7. SERVICE**

Rentomojo shall provide the service for the Product during the term of this Agreement. In case any service is required for the Product, the Customer shall raise the request for the service, however, Rentomojo shall try to resolve the issue over call, in case the same is not resolved, Rentomojo shall send its representative within 2-5 days from the date service request raised by the Customer to assess the service requirement of the Product, in case the issue cannot be resolved at the Customer Premises, Rentomojo representative shall pick up the Product from the Customer and shall deliver a temporary basic product to the Customer. As Rentomojo is not an authorized service provider of the Product manufacturer, Rentomojo shall submit the Product with the authorized service center of the manufacturer and shall inform the duration required for service to the Customer. Once the original Product is repaired, Rentomojo shall deliver the original Product to the Customer and shall collect the product from the Customer.

The Customer shall be liable to pay for any quality assessment check (QC) cost incurred by Rentomojo or any service charges incurred by Rentomojo for the service. In case of manufacturing defect, the Customer shall not be liable to pay the charges for such service. Any service arising out of damage as per clause 8, the Customer shall be liable to pay for such damage.

In case the service is due to manufacturing defect, the Customer shall be charged the monthly rentals on a pro rata basis for the number of days the Product is used by the Customer. In case the service of the Product is required due to the damage done by the Customer, then the Customer shall be liable to pay the monthly rentals for the entire duration the Product was in service., however, in case the service period exceeds 30 days, the Customer shall not be liable for the duration the Product was under service.

## **8. DAMAGE/LOST**

The Customer shall be liable to pay for any damage (including but not limited to dent, scratches, breakage, chipping, cracked display, jail break of device, exposure to liquid or dampness or moisture or sand, hardware and software tampering including jailbreak, rooting, unlocking boot ROM, bending of Product frame, modifications, unauthorized repairs, tampering of the Product serial number and malware installation or any other cause not arising due to manufacturing defect of the Product) of the Product, upto the existing market value of the Product, at the time of such damage.

In case the product is lost (including but not limited to robbery, theft, misplacement) by the Customer, the Customer shall intimate Rentomojo immediately and the Customer shall either file a first information report ("FIR") with the jurisdictional police station and share the copy with Rentomojo or shall assist Rentomojo in filing the FIR. The Customer shall be liable to pay a penalty amounting to the existing market value of the Product, at the time of such incident.

## **9. INSPECTION**

Rentomojo reserves the right to inspect the Product delivered to the Customer during the final pick up of the Product at the end of the term or earlier termination (as the case may be). The Customer shall co-operate with the Rentomojo to carry out the necessary quality checks of the Product at the time of pickup of the Product. Rentomojo shall provide a quality check report to the Customer, in case any damage is found to the Product at the time of reverse pickup, the Customer shall be liable to pay for such damage. The Customer hereby agrees that, in addition to doing the QC at the Customer's premises, Rentomojo shall conduct a QC at its

warehouse / service center and in case any additional damage is found, the same shall be informed to the Customer and shall be binding on the Customer.

## **10. DATA**

The Customer is hereby informed that during service of the Product, any data stored (including but not limited to contacts, images, audio, videos, files, software and passwords) in the Product will be deleted and reformatted. Rentomojo shall not be responsible for any loss of software programs, data or other information contained on the Product. Further the Customer, shall be responsible for deleting and backing up any data stored on the Product before returning the Product to Rentomojo. In the event, Customer fails to delete the stored data or take back up of the data, Rentomojo shall delete all the data stored on the Product. The Customer hereby agrees that, Rentomojo shall not be liable for any loss of data stored on the Product or any economic consequential damages including lost profits. The Customer shall be responsible for removing any sim card, memory card, accessories in the Product before submitting it to Rentomojo representative.

Rentomojo reserves the right to install software for tracking the location of the Product. The Customer hereby agrees to such installation of software in the Product. The Customer shall not uninstall or stop service of such software installed on the Product under any circumstances. However, in case the software is deleted due any update of firmware, the Customer shall immediately inform the same to Rentomojo.

## **11. TERMINATION**

In the event, the Customer does not wish to extend the rental period beyond the Agreement date, the Agreement shall terminate on last day of the rental term.

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

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

### Consequences of termination:

1. Rentomojo shall have the right to take possession of the Products delivered to the Customer immediately;
2. Any payment pending from the Customer shall become payable immediately to Rentomojo.
3. The Security Deposit paid by the Customer shall be refunded to the Customer post the damage assessment of the Products, as per clause 4 and 8 of this Agreement. In the event, the Security Deposit is not sufficient to cover the damage to the Product, Customer shall be liable to pay additional amount for such damage.
4. In case of termination due to non-payment of rental dues, the Security Deposit refund shall be determined subject to clause 4 of this Agreement.

## **12. OWNERSHIP OF PRODUCTS**

Rentomojo 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 against all loss and damage caused by such action against its Products.

### **13. ASSIGNMENT**

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

### **14. INDEMNIFICATION**

The Customer shall indemnify, defend and hold Rentomojo 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, except to the extent such is caused by Rentomojo negligence or willful misconduct. 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 be liable for any direct, indirect, special or consequential loss or damage arising out of Customer's use of the Products.

### **15. GOVERNING LAW**

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

### **16. ENTIRE AGREEMENT**

This Agreement (together with the Annexure) 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.

### **17. LIMITATION OF LIABILITY**

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