

ISTHRIWALA™
TERMS & CONDITIONS

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING 7COUSINS ENTERPRISES OR ITS BRANDS, SUBSIDIARIES AND ASSOCIATES, APPLICATIONS, WEBSITE(S) OR ANY OTHER SERVICES PROVIDED BY US, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE 7COUSINS ENTERPRISES APPLICATIONS WEBSITE OR ANY OTHER SERVICES PROVIDED BY US.

1. **Change of Terms & Conditions:** The 7Cousins Enterprises reserves the right to make any changes to the program (whether material or otherwise), including the ways in which the reward points are earned and redeemed and the eligible items, the expiry of accrued points, the limits, to modify or cancel regulations, benefits, conditions of participation, rewards and reward levels in whole or part at any time, even though changes may affect the value of points or rewards already accumulated; all as may be determined by the 7Cousins Enterprises in its sole discretion. You will be bound by any such changes.
2. **Notice of Change(s) Made:** Any such changes will be shown in these Terms and Conditions on the www.isthriwala.com website or at the 7Cousins Enterprises website and will be effective immediately unless stated otherwise. A notice that a change has been made will be placed on the web site for a reasonable period of time. Any changes to any printed version of the Terms and Conditions will be contained in the next reprinting of that printed version. The 7Cousins Enterprises will attempt to notify active members regarding any major Program changes, but will not be liable for failure to do so, and all members will nevertheless be bound.
3. **Legal rights:** Neither the Program nor any benefit offered by the Program creates, constitutes or gives rise to any legal or contractual rights by members against the 7Cousins Enterprises.
4. **Failure of Communication:** 7Cousins Enterprises is not liable for loss of misdirected correspondence, requests, or Reward Certificates that may be incomplete, illegal, delayed, lost or stolen.
5. **Privilege of Reward Points:** The 7Cousins Enterprises Reward points are not redeemable for cash or any other form of credit. Points have no fixed or ascertainable cash value. Members have no ownership interest in accrued points and accrued points do not constitute property of the members. Use of the word “earn” in marketing materials in relation to 7Cousins Enterprises/ISTHRIWALATM points shall mean “collect” and shall not infer that the points have any value until they are presented for redemption. Points may not be purchased or sold and are not transferable except as otherwise stated herein.
6. **No Guarantee on Merchandise & Services:** The 7Cousins Enterprises, its parent, subsidiaries, affiliates, franchisees, and agents make no guarantees, warranties or representations of any kind, expressed or implied, with respect to items of merchandise, and shall not be liable for any loss, expense (including without limitation, any legal fees), accident

or inconvenience that may arise in connection with the use of such items or as a result of any defect or failure of such items.

7. **Purchase Modes and usage:** The customer can either choose to pay in cash or by using his/her Debit/Credit card or PayU Money (Third Party Service Provider) to purchase individual/bulk packages that can be used for the service as per terms and conditions of each package.
8. **Liability Clause:** Please be assured that the 7Cousins Enterprises/Isthriwala™ will use utmost efforts to ensure that Washing, Ironing, Drying, Folding and Dry Cleaning services are maintained at the highest level of quality. 7Cousins Enterprises/Isthriwala™ Service is provided subject to the “*Customer Compliance and Acceptance*” with the Terms and Conditions set forth as follows:

Garment Care/Missing/Damaged Goods:

- The 7Cousins Enterprises/Isthriwala™ assumes no liability for damage due to normal wear and tear, fading or shrinkage during washing and drying.
- The 7Cousins Enterprises/Isthriwala™ shall not be held responsible for any loss or damage to any personal or non-cleanable items left in the clothing or bags such as money, Jewellery or anything else.
- The 7Cousins Enterprises/Isthriwala™ shall not be held responsible for any item received without appropriate identification in case of loss/damage of item.
- In the unlikely event of damage or loss 7Cousins Enterprises/Isthriwala™ shall do everything possible to remedy the issue.
- Items which the company considers can only be processed at the risk of customer unless customer endorses and confirm the risk of processing and handling of the items being processed to 7Cousins Enterprises/Isthriwala™ in writing at the time of giving order.
- We ask that each Customer to notify within the 12 hours of receipt of delivery of any lost or damaged garments from the particular.
- **Claims recorded beyond 12 hours after the receipt of delivery will not be eligible for any consideration.**
- The claim must be accompanied by original receipt/ bill copy.
- Failure to do so constitutes waiver of the claim for any loss or damages from that delivery.
- **The liability of the company is limited to a maximum of FIVE times the value of the service charges applied regardless of the brand or condition.**

9. **Payment clause:** You hereby confirm that you understand that the use of the Services may result in payments by you for the services you receive from 7Cousins Enterprises/Isthriwala™ and also a Third Party Provider (“Service Charges”). After you have received services obtained through your use of the Service, 7Cousins Enterprises/Isthriwala™ will facilitate payment of

the applicable Charges on behalf of the Third Party Provider; as such Third Party Provider's limited payment collection agent, using the preferred payment method designated in your Account, and will send you a receipt by email. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes when/where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by the 7Cousins Enterprises.

All Charges are due immediately and payment will be facilitated by 7Cousins Enterprises using the preferred payment method designated in your Account. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that 7Cousins Enterprises/Isthriwala™ may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, only if available.

7Cousins Enterprises/Isthriwala™ reserves the right to establish remove and/or revise Charges for any or all aspects of the Services at any time in 7Cousins Enterprises's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand of the Services. 7Cousins Enterprises/Isthriwala™ will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. 7Cousins Enterprises/Isthriwala™ may from time to time provide certain users with promotional offers and discounts that may result in different Charges for the same or similar Services and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for Services from a Third Party Provider at any time prior to such third Party Provider's arrival, in which case you may be charged a cancellation fee.

Note: We are not charging/collecting any taxes from customers as of now.

10. **Cancellation policy:** If you are unavailable at home during pickup, please let us know 3 hours in advance for cancelling and rescheduling the appointment. If the management decides the garment cannot be processed, we will cancel the order and refund the amount to Isthriwala™ wallet.
11. **Refund policy:** Refunds for services/packages shall be provided after the sole discretion of the management. The refund amount will be added to the Isthriwala™ wallet. No refunds shall be made for packages unused.

12. **Pricing & Taxes:** Prices are periodically reviewed from time to time. Any changes to our pricing will be displayed on our catalogues and all bill payments are subject to current standard rate of service tax.

Note: We are not charging/collecting any taxes from customers as of now.

13. **Service/Application Fee:** The use of the Website and Mobile Application is free of charge. 7Cousins Enterprises/Isthriwala™ reserves the right to introduce a fee for the use of the Application. If 7Cousins Enterprises/Isthriwala™ decides to introduce such a fee in future, 7Cousins Enterprises/Isthriwala™ shall inform you accordingly and allow you to either continue or terminate the service as per payment of the fee accordingly.

14. **Delivery:** Goods will be deemed to have been delivered to the customer unless the company has received notification from the customer during the first working day following the delivery date. In the instance that the company tries to deliver to a customer address, as instructed by the customer, and the customer for whatever reason fails to allow entry to the company, the company will arrange another delivery time with the customer subject to availability. The company will not be entitled to any recompense the clothes which are not collected by you with 15 days of your being informed and will not be our responsibility for any more cause. We do attempt 3 times to make deliveries. The company reserves the right to decline services or cancel orders in the instance of repeated inability to gain access to the customer's collection/delivery address.

15. **Decline of Service:** The Company reserves the right to decline services to the customer in the case of actual or implied physical or verbal abuse towards the company's employees.

16. Use of Service, Website, Applications:

1. You will only use the Service, Website, or download the Application for your sole, personal use and will not resell it to a third party;
2. You will not authorise others to use your account
3. You will not assign or otherwise transfer your account to any other person or legal entity;
4. You will not use an account that is subject to any rights of a person other than you without appropriate authorisation;
5. You will not use the Service, Website, or Application for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes;
6. You will not use the Service , Website, or Application to cause nuisance, annoyance or inconvenience;
7. You will not impair the proper operation of the network;

8. You will not try to harm the Service , Website, or Application in any way whatsoever;
9. You will not copy, or distribute the Website, Application, or other 7Cousins Enterprises/Isthriwala™ Content without written permission from 7Cousins Enterprises/Isthriwala™;
10. You will keep secure and confidential your account password or any identification we provide you which allows access to the Service, Website, and the Application;
11. You will provide us with whatever proof of identity we may reasonably request;
12. You are aware that when requesting cleaning services or receiving notifications by SMS (if available in your jurisdiction), standard messaging charges will apply;
13. You will not use the Service, Website, or Application with an incompatible or unauthorised device;
14. You will comply with all applicable law from your home nation, the country, state and/or city in which you are present while using the Application, Website, or Service.
15. 7Cousins Enterprises/Isthriwala™ reserves the right to immediately terminate the Service and the use of the Website or Application should you not comply with any of the above rules.

17. License Granted by User:

1. We may, in our sole discretion, permit Users to post, upload, publish, submit or transmit User Content on the Website or through the Service or Application. User Content will be deemed non-confidential and non-proprietary. Accordingly, 7Cousins Enterprises/Isthriwala™ shall have the non-exclusive, royalty-free, right to use, copy, distribute and disclose to third parties any User Content for any purpose, in any medium and throughout the world (“License Grant”).
2. You acknowledge that 7Cousins Enterprises/Isthriwala™ only acts as a passive conduit for the distribution of the User Content and is not responsible or liable to you or to any third party for the content or accuracy of the User Content. 7Cousins Enterprises/Isthriwala™ shall not be continuously monitoring User Content published by you or moderating between Users, nor shall 7Cousins Enterprises/Isthriwala™ be under an obligation to do so. Without limiting the foregoing, you acknowledge and agree that any remarks, opinions, comments, suggestions and other information expressed or included in the User Content do not necessarily represent those of 7Cousins Enterprises/Isthriwala™.
3. Any use by you of the User Content is entirely at your own risk. You represent and warrant that any User Content posted or transmitted by you is original to you and does not copy the work of any third party or otherwise infringe any third party intellectual property rights, rights of privacy or personality rights and does not contain any defamatory or disparaging statements. Furthermore, you represent and warrant that you have the capacity to grant the license as stipulated in this paragraph.

4. You agree to indemnify and keep 7Cousins Enterprises/Isthriwala™, its affiliates and licensors indemnified against all costs, expenses, damages, losses and liabilities incurred or suffered by 7Cousins Enterprises/Isthriwala™ or its affiliated companies related to any User Content posted or transmitted by you or your other use of the Website, the Service or the Application.
5. 7Cousins Enterprises/Isthriwala™ reserves the right at its sole discretion to block or remove (in whole or in part) any User Content posted or transmitted by you and which 7Cousins Enterprises/Isthriwala™ believes is not in accordance with these User Terms (including materials which infringe or may infringe third party intellectual property rights, rights of privacy or personality rights), or is otherwise unacceptable to 7Cousins Enterprises/Isthriwala™.
6. You agree to promptly notify 7Cousins Enterprises/Isthriwala™ in writing of any User Content which breaches these User Terms. You agree to provide to 7Cousins Enterprises/Isthriwala™ sufficient information to enable 7Cousins Enterprises/Isthriwala™ to investigate whether such User Content breaches these User Terms. 7Cousins Enterprises/Isthriwala™ agrees to make good faith efforts to investigate such complaint and shall take such action as 7Cousins Enterprises/Isthriwala™ in its sole discretion decides. However, 7Cousins Enterprises/Isthriwala™ does not warrant or represent that it will block or remove (in whole or in part) such user Content.

18. Application License:

1. Subject to your compliance with these User Terms, 7Cousins Enterprises/Isthriwala™ grants you a limited non-exclusive, non-transferable license to download and install a copy of the Application on a single mobile device that you own or control and to run such copy of the Application solely for your own personal use.
2. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or Application in any way; (ii) modify or make derivative works based upon the Service or Application; (iii) create Internet “links” to the Service or “frame” or “mirror” any Application on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Application in order to (a) design or build a competitive product or service, (b) design or build a product using similar ideas, features, functions or graphics of the Service or Application, or (c) copy any ideas, features, functions or graphics of the Service or Application, or (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Service or Application.

3. You shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libellous, or otherwise unlawful material, including material harmful to children or violation of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Website, the Application or Service or the data contained therein; or (v) attempt to gain unauthorized access to the Website, the Application or Service or its related systems or networks.
4. 7Cousins Enterprises/Isthriwala™ will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. 7Cousins Enterprises/Isthriwala™ may involve and cooperate with law enforcement authorities in prosecuting users who violate these User Terms. You acknowledge that 7Cousins Enterprises/Isthriwala™ has no obligation to monitor your access to or use of the Website, Service, Application or Collective Content or to review or edit any Collective Content, but has the right to do so for the purpose of operating the Website, the Application and Service, to ensure your compliance with these User Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. 7Cousins Enterprises/Isthriwala™ reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that 7Cousins Enterprises/Isthriwala™, at its sole discretion, considers to be in violation of these User Terms or otherwise harmful to the Website, the Service or Application.

19. Intellectual Property Ownership:

1. 7Cousins Enterprises/Isthriwala™ alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Website, Application and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Website, Application or the Service.
2. These User Terms do not constitute a sale and do not convey to you any rights of ownership in or related to the Website, the Application or the Service, or any intellectual property rights owned by 7Cousins Enterprises/Isthriwala™. 7Cousins Enterprises/Isthriwala™ name, logo, and the product names associated with the Application and Service are trademarks of 7Cousins Enterprises/Isthriwala™, its affiliated companies or third parties, and no right or license is granted to use them.

20. Third Party Interactions:

1. During the use of the Website, the Application and the Service, links to websites that are owned and controlled by third parties may be provided from time to time in order to enter into correspondence with, purchase goods or services from, participate in

promotions of third parties. These links take you off the Website, the Application and the Service and are beyond 7Cousins Enterprises/Isthriwala™'s control.

2. During use of the Website, the Application and the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through a link on the Website or through the Application or Service. These links take you off the Website, the Application and the Service and are beyond 7Cousins Enterprises/Isthriwala™'s control. The websites you can link to have their own separate terms and conditions as well as a privacy policy. 7Cousins Enterprises/Isthriwala™ is not responsible and cannot be held liable for the content and activities of these websites. You therefore visit or access these websites entirely at your own risk.
3. Please note that these other websites may send their own cookies to users, collect data or solicit personal information, and you are therefore advised to check the terms of use or privacy policies on those websites prior to using them.

21. Term and termination of the contract: The Contract between Rinse and you is concluded for an indefinite period.

1. You are entitled to terminate the Contract at all times by permanent deletion of the Application installed on your smart phone, thus disabling the use by you of the Application and the Service. You can close your user account at any time by contact 7Cousins Enterprises/Isthriwala™'s customer support at support@isthriwala.com
2. 7Cousins Enterprises/Isthriwala™ is entitled to terminate the Contract at all times and with immediate effect (by disabling your use of the Application and the Service) if you:
 - (a) violate or breach any term of these User Terms, or
 - (b) in the opinion of 7Cousins Enterprises/Isthriwala™ misuse the Application or the Service. In addition, 7Cousins Enterprises/Isthriwala™ may terminate the Contract if, in its sole judgment, you reside in a location that it deems unsafe to send employees. 7Cousins Enterprises/Isthriwala™ is not obliged to give notice of the termination of the Contract in advance. After termination 7Cousins Enterprises/Isthriwala™ will give notice thereof in accordance with these User Terms.

22. Invalidity of one or more provisions:

1. The invalidity of any term of these User Terms shall not affect the validity of the other provisions of these User Terms.
2. If and to the extent that any provision of these User Terms is invalid, or is unacceptable in the given circumstances according to the criteria of reasonableness and fairness, a provision shall apply between the parties instead that is acceptable considering all the circumstances and which corresponds with the provisions of the void part as much as possible, taking into account the content and the purpose of these User Terms.

23. **Applicable law and Venue:** The Terms and your use of the Service, including, but not limited to, the Application will be governed by and construed in accordance with the laws of the State of Andhra Pradesh, applicable to agreements made and to be entirely performed within the State of Andhra Pradesh, without resort to its conflict of law provisions. In the event of any matter or dispute arising out of or in connection with these Terms, you and 7Cousins Enterprises/Isthriwala™ will submit to the exclusive jurisdiction of the State of Andhra Pradesh.
24. **Miscellaneous:** If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, including, without limitation, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in full effect. Only you and 7Cousins Enterprises/Isthriwala™ is entitled to enforce these Terms. No third party will be entitled to enforce any of the terms and conditions herein.

Final provision: The English text of these User Terms constitutes the sole authentic text. In the event of any discrepancy between the English text and a translation into a foreign language, the English text shall prevail.

“Isthriwala™,” its website www.isthriwala.com (“The Website”), and its mobile application “Isthriwala” in Google Play Store is a registered Trade Mark and the official Brand of the [7Cousins Enterprises](#), a Limited Liability Partnership. These terms and conditions (“User Terms”) apply to your visit to and your use of our website at www.isthriwala.com (“The Website”), the Service and the Mobile Application (as defined above), as well as to all information, recommendations and/or services provided to you on or through the Website, the Service and the Mobile Application.