The GRR Running Club Terms of Service ("Terms") apply to your access and use of the Running club platform and service. These terms are an agreement between you and GRR Salubrity & Events Pvt Ltd, whose business address is A-1/46 LG, Sushant Lok-2, Sector-55, Golf Course Road, Gurgaon,122001

Violation of these Terms may, in GRR running club sole discretion, result in suspension or termination of your account and you may no longer be permitted to use our services.

You must accept these terms in order to create an account and access or use the "Running Club" including software, application, website, APIs and services.

Persons under the age of 13 are not permitted to access or use GRR Running Club Services unless their parent has provided explicit. Our website, products and services are all directed to people who are at least 13 years old.

- 1. As athletic results vary from individual to individual and depend upon many factors, GRR Running Club cannot promise or guarantee that the Services will meet your expectations or produce favourable results, improvements or benefits. If you are dissatisfied with the Services for any reason, your sole remedy is to terminate this Agreement. The GRR running club Services are personal to you and may not be transferred or assigned.
- 2. By accessing or using the GRR Running Club Services, you agree that we can collect, store and process your information in accordance with our privacy policy.
- 3. <u>Fee Schedule, Discounts:</u> You are responsible for reviewing the fee schedule from time to time and remaining aware of the fees charged by us and any applicable discounts. The fee schedule, including subscriber or any discounts, is subject to change at any time at our sole discretion. We will use good faith efforts to notify you prior to the effectiveness of any significant change to the fee schedule.
- 5. Amounts paid for the coaching support service, including prepayments, are not refundable.
- 6. <u>Membership Information:</u> Your membership information is located within your account settings page. The membership information displays your current plan and subscription access term.
- 7. <u>Conduct Standards:</u> You may not post violent, nude, partially nude, discriminatory, illegal, pornographic, obscene, infringing, hateful or sexually suggestive photos or content on the GRR running club Service. You may not sell, transfer, assign or license your account or account rights, and you are responsible for keeping your username and password secure. You cannot create an account for anyone else. You cannot solicit, collect or use anyone else's account or login credentials. You cannot defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate any person or entity. Do not use

the GRR running club Service for any illegal or unauthorized purposes. You must also comply with all applicable laws, rules and governmental regulations when using our service. You are responsible for your conduct on the and any content or materials (including, without limitation, data, text, files, information, images, photos, profiles, audio and video clips, sounds and links) you submit, post or display. You are prohibited from changing, modifying, altering or adapting the GRR running club service or any other website to imply an association with the GRR running club Service. You must not disrupt or interfere with our service or any servers or networks associated with the service. Do not attempt to restrict anyone else from using or enjoying the GRR running club service.

- 9. <u>Assumption of risk, release, waiver and indemnity:</u> You acknowledge and agree for yourself (which for purposes of this agreement includes your personal representatives, executors, administrators, successors, assigns, heirs, agents and next of kin) that:
- (a) You are qualified, in good health, and in proper physical condition to participate in the physical and athletic activities, exercises, training, and programs for which GRR running club Services are provided (collectively, the "Athletic Activities");
- (b) The Athletic Activities naturally involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death, and property damage, as well as other risks and social and economic losses or any other damage, either not known to you or not readily foreseeable at this time (collectively, the "Risks");
- (c) The Risks may be caused by your own actions or inactions, or the actions or inactions of others, including those who own or maintain the Third Party Facilities (as defined below);
- (d) GRR running club is not providing any physical facilities (e.g., indoor or outdoor running tracks), clothing, shoes, training devices or equipment of any kind relating to athletic activities, and all athletic activities will take place at indoor or outdoor, public or private, physical facilities that are owned by third parties (the "Third Party Facilities"), and GRR running club cannot and does not make any representation or warranty regarding the Third Party Facilities, including but not limited to their condition, accessibility, safety, or suitability for the athletic activities:
- (e) You accept the condition of such Third Party Facilities, "AS IS, WHERE IS" and you agree to abide by all rules and regulations, public or private, that apply to the use of Third Party Facilities;
- (f) You understand and voluntarily accept and assume all Risks and responsibility for all injuries, whether physical or mental, including but not limited to, injuries to yourself or your guests, arising out of or in connection

with the athletic activities and/or your use of Third Party Facilities (collectively, the "Injuries"), including but not limited to the following:

- (i) Any accidental or "slip and fall" Injuries;
- (ii) Injuries arising from participation in supervised or unsupervised activities and programs, including but not limited to those sponsored or endorsed by GRR running club;
- (iii) Injuries or medical disorders resulting from Athletic Activities, including but not limited to heart attacks, strokes, heart stress, sprains, tendinitis, broken bones, torn muscles or ligaments;
- (iv) Injuries resulting from the actions taken or decisions made regarding medical or survival procedures; and
- (v) Any loss, theft or damage to property.
- (g) You voluntarily waive, release and discharge GRR Running club (which includes, for purposes of this agreement, its owners, members, directors, officers, employees, agents or volunteers) from any and all claims, liabilities, damages, losses (including but not limited to loss of time, loss of service and loss of income), causes of action, suits, costs, expenses, and attorneys fees (collectively, the "Losses"); arising out of or related to all Risks and Injuries;
- (h) You shall maintain health, accident and/or property insurance that is adequate to cover all of your Losses, Risks and injuries;
- (i) You relinquish forever and covenant not to sue, assert or otherwise maintain any claim or cause of action against GRR running club(whether past, present or future, whether known or unknown, and whether anticipated or unanticipated) arising out of any Losses, Risks or Injuries; and
- (j) You will indemnify, defend and hold GRR running club harmless from any and all Losses, Risks, Injuries and any breach by you of any of these Terms.
- 10. <u>Medical Examination</u>: You acknowledge that GRR running club is not a medical practice and does not employ doctors or licensed health care providers of any kind. Accordingly, GRR running club cannot and will not provide medical examinations or medical or healthcare advice. You are strongly encouraged to have a complete physical examination by a licensed medical doctor prior to beginning any work-out program or strenuous new activity, including but not limited to athletic activities for which GRR running club services are provided. If you have a history of heart disease, you should consult a physician before undertaking any athletic activities.
- 11. <u>Feedback and Submissions:</u> If you submit comments, ideas, or feedback to us, you agree that we can use, disclose, reproduce, distribute, and exploit any or all of it without any restriction or compensation to you. We do not waive any rights to use similar or related ideas or feedback previously known to us, or obtained from sources other than you.

- 12. <u>Contests and Promotions</u>: Additional terms and conditions may apply to surveys, contests and promotions sponsored by GRR Running Club or its partners. It is your responsibility to carefully review those terms and conditions.
- 13. Third-Party Services: GRR Running Club Service may display or permit linking or other access to or use of third-party content, promotions, websites, apps, tracking devices, services and resources (collectively "Third-Party Services") that are not under GRR Running Club's control. We provide these links only as a convenience and are not responsible for the products, services, or other content that are available from third-party services. You acknowledge that any third-party services that you use in connection with the GRR Running Club Service are not part of the GRR Running Club service and are not controlled by GRR Running Club, and you take sole responsibility and assume all risk arising from your interaction with or use of any Third-Party Services. You also acknowledge that these terms and the GRR Running Club privacy policy do not apply to any third-party services. You are responsible for reading and understanding the terms and conditions and privacy policy that applies to your use of any third-party services.
- 14. GRR Running Club Service changes: GRR Running Club may change or discontinue, temporarily or permanently, any feature or component of the Service at any time without notice. GRR Running Club is not liable to you or to any third party for any modification, suspension, or discontinuance of any feature or component of the GRR Running Club Service. We reserve the right to determine the timing and content of software updates, which may be automatically downloaded and installed by GRR Running Club applications without prior notice to you.
- 15. <u>Limitation of Liability:</u> In no event will GRR Running Club be liable for direct, incidental, consequential, punitive, exemplary or special damages arising out of or relating to this agreement. GRR Running Club's entire liability, and your entire and exclusive remedy, under this Agreement for any damages from any cause whatsoever shall in no event exceed the service fees actually paid by you in the most recent three (3) month period.
- 16. <u>Arbitration:</u> Any dispute concerning the parties' rights and responsibilities under this Agreement which the parties cannot resolve within thirty (30) days shall be directed to binding arbitration administered by, and pursuant to the rules of, the Indian council of Arbitration ("ICA"), with all expenses being shared equally by the parties. Judgment upon any ICA award may be entered into Haryana High Court.
- 17. Governing Law and Severability: This Agreement shall be governed and interpreted in accordance with the Indian Penal Code. If for any reason a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement shall be enforced

to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

18. <u>Notices:</u> Communications and notices required or permitted under this agreement shall be deemed delivered when hand-delivered to the receiving person, or when mailed, certified mail, return receipt requested, to the addresses specified in the agreement, or electronically transmitted to the internet address specified, with hard copy mailed within three (3) days thereafter in the manner set forth above. The contact person and addresses for communications and notices are set forth in the agreement. Any party may change its address for purposes of this notice provision by giving notice in the manner prescribed above.

GRR Salubrity and Events Pvt. Ltd.

A-1/46, Sushant Lok 2, Golf Course Road. Sector -55. Gurgaon, Haryana – 122001.

Communications can also be electronically transmitted to GRR Salubrity and Events at info@grr.net.in

- 19. <u>Force Majeure:</u> Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to acts of God, public enemy, civil war, strikes or labor disputes, or any other cause beyond the parties' reasonable control. Each party agrees to notify the other party promptly of the occurrence of any such cause and to carry out this Agreement as promptly as practicable after such cause is terminated.
- 20. <u>Complete Agreement</u>; Non-Waiver. This Agreement (as defined above) constitutes the entire agreement between the parties. This Agreement supersedes and replaces any and all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. This Agreement can only be amended by specific written amendment signed by both parties.