

BRIHOS MASTER TERMS OF USE

Effective Date: [●]

Parent Entity: NCS Hospitality Technologies Private Limited ("Company")

Platform Covered: Brihos (including brihos.com, mobile applications, software apps, and software-as-a-service modules)

1. THE FOUNDATIONAL RULES

1.1 Scope, Acceptance, and Device Access

These Terms of Use ("Terms") govern access to and use of the Brihos platform, its cloud software suite, and marketplace solutions. By creating an account, logging in, accessing, subscribing to, purchasing, activating, or using any Platform service, module, feature, integration, or automated API script, you agree to be bound by these Terms and all documents incorporated by reference.

By clicking "I Agree", registering an account, activating a module, completing a Booking, accessing the Platform, utilizing the Enterprise Software Suite or otherwise providing electronic acceptance, the User agrees to be bound by these Terms.

Electronic records, acknowledgements and acceptances shall have the same legal validity and enforceability as physical signatures to the maximum extent permitted by Applicable Laws.

1.2 Definitions and Interpretation

Throughout these Master Terms and all associated Partner Addenda, the following capitalized terms shall have the exact meanings assigned to them below:

- **"Applicable Law(s)"** means all binding statutes, acts, rules, regulations, notifications, guidelines, and policies issued by any central, state, municipal, or local governmental or regulatory authority in the Republic of India, including the Information Technology Act, 2000, and the Digital Personal Data Protection (DPDP) Act, 2023.
- **"Platform"** means the cloud-based technology ecosystem owned, operated, and maintained by NCS Hospitality Technologies Private Limited, encompassing the website brihos.com, localized subdomains, mobile applications, software apps, application programming interfaces (APIs), and cloud software-as-a-service (SaaS) modules.
- **"Merchant of Record"** means the specific legal entity designated as financially responsible for processing, settling, accounting for, and holding ultimate operational risk for an end-customer's transaction.
- **"Enterprise Software Suite"** means the proprietary suite of cloud modules provided by Brihos, including the Hotel Property Management System (Hotel PMS), Banquet Property Management System (Banquet PMS), Central Reservation System (CRS), Customer Relationship Management (CRM) engine, and consumer-facing booking engines.

1.3 Consolidated Platform Role: What Brihos Is and Is Not

To eliminate operational ambiguity, the boundaries of Brihos are established under this single master rule:

- **Pure Tech Intermediary:** Brihos operates strictly as a technology-enabled marketplace and software-as-a-service (SaaS) provider.

- **No Asset Ownership:** Brihos does not own, operate, manage, lease, or control any hotel, resort, homestay, apartment, hostel, or banquet venue listed on the Platform. All hospitality services are provided directly by independent third parties.
- **Not the Merchant of Record:** Brihos does not collect, hold, process, or route guest booking funds, nor does it provide escrow deposits or banking services.
- **Direct Payments Only:** All financial transactions occur exclusively and directly between Users via peer-to-peer Unified Payments Interface (UPI) routing, direct bank wires, or on-property settlements. Brihos does not receive or process customer funds for direct-payment bookings unless expressly stated otherwise.
- **No Legal Partnership:** Nothing in these Terms creates any partnership, agency, employment, joint venture, fiduciary, or banking relationship between Brihos and any User.

1.4 User Classifications and Modular Binding

The Platform serves multiple distinct ecosystems. Any individual or business entity accessing or using the Platform is universally classified as a **"User"**. Based on your active account registration and usage profile, you are further classified into specific categories below and are bound by their respective standalone Addenda:

- **User:** Accommodation Provider, Travel Agents, Guests, or any other person/entity accessing or using the Platform.
- **Accommodation Providers:** Hospitality establishments, property owners, operators, or banquet managers listing inventory or licensing our Enterprise Software Suite. Users in this category are automatically bound by the Property Partner Addendum.
- **Travel Agents:** Wholesale buyers, agencies, corporate travel managers, or booking desks sourcing rates on behalf of customers. Users in this category are automatically bound by the Travel Agent Addendum.
- **Guests:** Individuals or consumer entities browsing or securing direct reservations with properties via Brihos-powered booking engine interfaces.

2. THE MASTER PLATFORM LIABILITY SHIELD

2.1 Disclaimer of Warranties

The Brihos platform and all associated enterprise modules are provided on an **"AS IS"** and **"AS AVAILABLE"** basis. The Company explicitly disclaims all warranties, express or implied, including the implied warranties of merchantability, fitness for a specific purpose, and uninterrupted system uptime. Users access and use the platform at their own risk.

2.2 Unified Financial and Operational Disclaimers

Brihos is completely insulated from liability regarding local property issues, payment errors, and marketplace operational faults:

- **Payment Failures:** Because all funds bypass Brihos via direct peer-to-peer routing, Brihos is not responsible for banking failures, payment gateway outages, settlement delays, UPI disruptions, or payment disputes between Users.
- **Inventory and Overbookings:** Accommodation Providers are solely responsible for keeping their room and banquet allotments accurate. If a confirmed booking cannot be honoured due to a property overbooking, the

Accommodation Provider is entirely liable for Guest relocation, alternative room costs, and compensation. The property completely indemnifies Brihos from resulting Guest or Travel Agent litigation.

- **Service Limitations:** Brihos shall not be liable for property closures, service failures, Guest injuries, thefts, or travel disruptions occurring at a listed establishment.

2.3 Maximum Liability Cap

To the fullest extent permitted by law, Brihos' total aggregate liability for all claims, losses, or damages arising under these Terms, whether in contract or tort, shall not exceed the greater of:

1. The specific platform software subscription fees actually received by Brihos from the disputed user panel during the twelve (12) months preceding the claim; or
2. INR 1,000.

3. UNIFIED ACCOUNT SUSPENSION & ENFORCEMENT RIGHTS

3.1 Right to Restrict, Suspend, or Terminate

Where Brihos reasonably believes that a User has engaged in conduct that threatens platform security, user safety, or marketplace compliance, Brihos reserves the right, acting reasonably and in accordance with Applicable Laws, to investigate and take appropriate enforcement action.

3.2 Triggers for Immediate Suspension

Enforcement actions, including account suspension, content removal, disabling inventory, or permanent delisting, will be triggered by:

- **Financial Default:** Failure to pay software subscription or module renewal fees within five (5) days of the due date.
- **Fraud and Policy Breaches:** Engaging in fake bookings, financial fraud, review manipulation, or providing false verification data.
- **Technical Abuse:** Distributing malware, bypassing security measures, or scraping platform data.
- **Chronic Customer Default:** If an Accommodation Provider repeatedly fails to honor bookings, demands unexpected off-platform surcharges, or faces rolling consumer complaints from Travel Agents.

4. ENTERPRISE SOFTWARE SUITE MODULE CLAUSES

4.1 Hotel & Banquet PMS Modules

- **Operational Accountability:** The PMS provides tools for room assignments, housekeeping, and banquet hall timelines. Users are solely responsible for the accuracy of all data entered into customer folios, billings, and custom tax configurations.
- **Staff Accounts and Permissions:** Properties are entirely liable for all activities, data modifications, or room changes performed under their assigned staff credentials. Brihos is not liable for unauthorized actions executed using valid user logins.

4.2 Direct Booking Engine & Multi-Property Management

- **Multi-Property Dashboards:** Users managing multiple properties remain fully responsible for the administration, user permissions, and individual tax compliance (GSTIN configurations) across all associated locations.

- **Digital Invoices:** Invoices and financial summaries are generated automatically based on user inputs. Users are responsible for verifying the accuracy of these records and ensuring full compliance with regional accounting, e-invoicing, and record-retention laws.

4.3 Customer Relationship Management (CRM) & Guest Data

- **Data Protection Compliance:** When storing Guest metrics, phone numbers, and histories within the CRM, processing must strictly comply with India's Digital Personal Data Protection (DPDP) Act, 2023. Users remain responsible for complying with applicable data protection laws in relation to personal data uploaded, stored or processed through the Platform.
- **Marketing Restrictions:** Users shall not send marketing updates or spam distributions through the CRM interface without obtaining clear, explicit consent from the end customer at the time of data collection.

4.4 Automated AI Features

- **Informational Recommendations:** AI-powered features may generate room pricing suggestions, forecasting trends, summaries, or automated chat templates.
- **Verification Duty:** These outputs are for informational purposes only and may contain errors. Users must review and validate AI-generated outputs before relying on them for business decisions. Brihos does not warrant the accuracy, completeness or suitability of AI-generated outputs and shall not be liable for decisions taken in reliance on such outputs.

4.5 Beta Features

Brihos may make available beta, preview, experimental or early-access features from time to time. Such features are provided for evaluation purposes only, may contain errors or interruptions, and may be modified, suspended or withdrawn without notice. Beta features are provided on an "as available" basis and may not be subject to the service levels, support commitments or availability targets applicable to production services.

4.6 Third-Party Integrations & Future Modules

- **Distribution Highways:** The platform connects via integration bridges to external systems, channel managers, and global travel distribution networks (including HotelBeds, RezLive, GRN, and similar providers).
- **No Third-Party Liability:** Brihos does not control and is not responsible for the uptime, data accuracy, pricing discrepancies, or security practices of these independent third-party platforms.
- **Future Modules:** Unless otherwise specified by Brihos, any new features, modules, products or services made available through the Platform shall be governed by these Terms. Brihos may modify, enhance, suspend, discontinue or replace any feature, functionality, module, integration, report, API or service available through the Platform at any time.

4.7 Data Storage and Backup Continuity

- **Backup Limits:** Brihos maintains automated cloud server backup processes for platform recovery purposes only.
- **Local Archive Duty:** Users must maintain independent digital copies of their critical business ledgers, tax histories, and registration cards. Brihos does not guarantee data restoration for user-side deletions or local system failures.

4.8 Acceptable Use & Prohibited Activities (AUP)

- **General Compliance Mandate:** The User shall use the Platform, Enterprise Software Suite, APIs, SDKs, webhooks and related services only for lawful purposes and in accordance with these Terms, applicable documentation and Applicable Laws.
- **System & Core Software Prohibitions:** The User shall not, and shall not permit any third party, employee, or sub-account holder to reverse engineer, decompile, or attempt to derive the source code, logic, or design of the software, APIs, or SDKs; sublicense, lease, rent, resell, or commercially exploit the platform, credentials, or dashboard access without authorization; use platform outputs, data, or workflows to build, train, benchmark, or improve any competing product; use automated bots, scrapers, or speculative scripts to extract data, run benchmarks, or degrade system performance; or upload or introduce malware, viruses, or malicious routines into the platform, data pipelines, UPI linkages, or payment interfaces.
- **Financial & Settlement Violations:** The User is strictly prohibited from exploiting software logic loops or manipulating system interfaces to generate fraudulent payment metrics, modify direct P2P/UPI string registries, or bypass localized banking setups established inside the property panels. The User shall not manipulate, interfere with or circumvent payment mechanisms, booking workflows, inventory controls, reporting tools or other Platform functionality for fraudulent or unauthorized purposes.
- **Consumer Data & Privacy Violations:** In strict compliance with India's Digital Personal Data Protection Act, 2023 (DPDP Act), the User shall not use platform data collection paths or guest contact endpoints to deploy unsolicited marketing communications, promotional text loops, or automated spam sequences without verifiable, itemized consumer opt-in authorizations.
- **Enforcement & Platform Protection:** Any violation of this clause shall constitute a material breach of these Terms. Where Brihos reasonably believes that a User has engaged in conduct prohibited under this Section, Brihos may, acting reasonably and in accordance with Applicable Laws - suspend or terminate access, revoke API credentials, disable integrations, remove content, restrict Platform functionality, or take other actions reasonably necessary to protect Platform security, Users and Platform integrity.
- **Intellectual Property:** All intellectual property rights in the Platform, Enterprise Software Suite, APIs, SDKs, documentation, software, source code, databases, content, trademarks, logos, designs and related materials are owned by or licensed to Brihos. Except for the limited rights expressly granted under these Terms, no ownership rights are transferred to any User.
- **Trademark Usage:** Users shall not use, display, reproduce, register or otherwise exploit any Brihos trademark, logo, branding element, trade name or service mark without prior written authorization from Brihos. Any authorized use shall comply with Brihos branding guidelines issued from time to time.

- **Copyright Notice:** The Platform, Enterprise Software Suite, APIs, documentation, content, visual interfaces, software and databases are protected by copyright and other intellectual property laws. All rights not expressly granted are reserved by Brihos and its licensors.
- **Feedback License:** If a User provides suggestions, ideas, enhancement requests, recommendations or other feedback relating to the Platform, Enterprise Software Suite, APIs or services, Brihos may use, modify, implement and incorporate such feedback without restriction and without any obligation to compensate the User. The User grants Brihos a perpetual, irrevocable, worldwide, royalty-free licence to use such feedback for any lawful business purpose.

5. REVENUE COMPLIANCE, JURISDICTION & GOVERNING LAW

5.1 Dispute Resolution and Arbitration

These Terms are governed by the laws of India. The parties shall first attempt to resolve disputes amicably within thirty (30) days. Unresolved disputes shall be referred to final and binding arbitration under the Arbitration and Conciliation Act, 1996.

- **Seat of Arbitration:** Kolkata, West Bengal
- **Language:** English
- **Arbitrator:** Sole arbitrator mutually appointed by the parties

6. CONSUMER RIGHTS

Nothing in these Terms shall exclude, restrict or limit any rights or remedies that cannot lawfully be excluded or restricted under Applicable Laws.

6.1 Accessibility: Brihos seeks to make the Platform reasonably accessible and usable by a broad range of users and may continue to improve accessibility features and functionality over time. Users may contact Brihos regarding accessibility concerns or suggestions for improvement.

7. INCORPORATED POLICIES AND ADDENDA

The following documents form an integral part of these Terms and are incorporated herein by reference:

- Privacy Policy;
- Refund and Cancellation Policy;
- Payment and Settlement Policy;
- Property Partner Addendum;
- Travel Agent Addendum;
- Hospitality Software Services Addendum;
- API and Integration Addendum (where applicable);
- Service Level Agreement; and
- any additional policies, module-specific terms or service conditions published by Brihos from time to time.

Certain services, modules or user categories may be subject to additional terms, addenda or policies. To the extent a User accesses or uses such services, the applicable addendum shall apply in addition to these Terms.

Survival: The provisions relating to Intellectual Property, Confidentiality, Data Protection, Limitation of Liability, Indemnity, Dispute Resolution, Feedback, AI-

generated Outputs and any provisions that by their nature should survive termination shall survive termination of these Terms.

In the event of any inconsistency between these Master Terms and any Addendum, Policy or service-specific terms, the applicable Addendum, Policy or service-specific terms shall prevail only with respect to the subject matter specifically governed by that document. In all other respects, these Master Terms shall prevail.