

AGREEMENT

- OXOSIS ESSENTIAL PVT. LTD., Company register at C-3, 9 Square Building, Sector 77, Sohana, Mohali, Punjab, 140308-India. (hereinafter referred to as ‘Goisalon’ Which is Proper Trademark and Copyright under Oxosis Essential Pvt. Ltd. company) including its successors and assigns thereof as first party;
- The Salons, as detailed further in Annexure 1.

Goisalon is individually referred to as ‘Facilitators’ and “Salon” is common word for Salons, Academies, Makeup Studio, Beauty clinics, Parlours, Institutes, Nail salons, Spa centres, and Other all related services provided.

PREAMBLE:

A.

Goisalon is engaged in the business of providing services of Salon, Spa, Beauty Institute, Academy courses, Beauty Clinic, Makeup Studio, etc. And Salon related other services.

B.

The Salon is in the business of providing Hair, Beauty, Makeup, Spa, Body,; hair course, beauty course, makeup course, and other many more services related to Salon and has represented to Goisalon that it has the necessary legal, technical, and business setup to procure the service of arranging salon/academy services from Facilitators as defined in this Agreement.

C.

Facilitators and the Salon desire to enter into this Agreement to bind themselves with their mutual obligations as prescribed hereunder, and this Agreement supersedes all prior understanding of the Parties with respect to their dealings with each other on the Scope of Services.

NOW THEREFORE THE PARTIES HERETO AGREE TO THIS AGREEMENT TERMS AS FOLLOWS:

1.SCOPE OF SERVICES

1.1.

The Salon will provide access to the required information with respect to the availability of free time with the particular person/ by default whoever is selected by the customer, the services and amenities, and their rates to Facilitators and its Affiliates on a direct connection (API Linking), through a third party channel manager or a similar interface, extranet or reserve certain services for booking through Facilitators as may be decided between the Parties. This will enable the Facilitators and their Affiliates to host the availability of the salon services with particular person/ by default on their websites and other online and offline sales channels (including mobile applications or browsers, branch offices, b2b partners etc.). Accordingly, all benefits, rights and obligations under the Agreement will apply to each Affiliate as if the Affiliate is a contracting party to the Agreement. It is hereby clarified that an Affiliate can issue Salon vouchers (confirming the booking), issue invoice(s) to the Salon for its commission, receive booking confirmation and collect services charges (inclusive of

all fees and taxes) on behalf of the Salon. However, the invoice capturing the tax details for Salon services shall, in all cases, be generated and issued by Salon directly on the customer for the gross amount collected by the Facilitators towards the booking. Facilitators are not required to issue an 'invoice' (capturing tax details) for the Salon services on customers under any circumstances unless law specifically requires Facilitators to do so. Further, the tax charged in respect of Salon services shall be discharged by the Salon in all cases where Salon is registered under the respective tax laws. For the purpose of this Agreement, Affiliates includes persons which are Controlled by, or Control, or under common Control of a person in whose context the word Affiliate is being determined. Control means ability to, directly or indirectly, direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise.

1.2.

The Salon shall ensure the availability of information with respect to the available time with the particular faculty/ by default on real-time basis and further ensure that at no point of time is available for booking with some other online merchants, but not with the Facilitators. The Salon shall be solely responsible for rates made available on extranet or any other medium owned or managed by Facilitators. Facilitators shall have no responsibility with respect to the rates provided by the Salon.

1.3.

The Salon shall maintain rate parity, and Time availability parity between Facilitators and other sales channels of third parties and the Salon itself.

1.4.

Salon agrees and undertakes that it shall at all times act in good faith and shall not in any way commit acts prejudicial to the interest of Facilitators or the customers booking through Facilitators including without limitation, acts which in sole discretion of the Facilitators may amount to defrauding Facilitators or their customers such as misuse or abuse of any benefits, accruals or offers made available by Facilitators, in violation of the applicable laws etc.

1.5.

At all times, the Facilitators will be liable to pay to the Salon only for those bookings which are booked by the customers through Facilitators for genuine utilization by themselves and for which room rate is collected from the customers on behalf of the Salon. The Salon will not engage in fictitious booking of its services for the purpose of unduly enriching itself with the promotional schemes of Facilitators.

1.6.

The amount refundable to the customers in case of cancellation of booking shall be as per the cancellation policy as informed by the Salon to Facilitators from time to time. No cancellation retention shall be payable to the Salon in case of cancellation of reservations due to Force Majeure events. The cancellation policy provided in respect of bookings made through Facilitators shall be no less favourable than the policy provided by the Salon in respect of booking through any other third party or in its own website.

1.7.

During the Term of the Agreement, the Parties may agree on the Commercial Terms (which include the commission, validity period of such Terms, and any amendments thereof) from time to time over email or in writing. All such emails and written documents will be deemed to be part of and bound by the terms of this Agreement.

1.8.

The Salon permits Facilitators to translate the Salon information into any regional language and use the same for its business purposes. Such translated data will be the exclusive property of the Facilitators.

1.9.

This Agreement will be valid subject to the Salon submitting the KYC documents as may be required by the Facilitators prior to the signing of the Agreement, and from time to time.

1.10.

All descriptions of the services and amenities at Salon's website should be consistent with the information as provided by Salon pursuant to this Agreement, and all such services and amenities should be actually provided for by the Salon. In case the specified amenities and services are not provided by the Salon, the Salon shall be solely responsible to the customer for any complaint in respect of the same.

1.11.

Any adverse change(s) in the booking terms as provided by the Salon, including the cancellation policy, refund policy etc. shall only be applicable with prospective effect for bookings made after the implementation of the revised terms.

1.12.

Facilitators will solicit reviews of the Salon from customers who have completed a service at the Salon booked through Facilitators, and may publish these comments and scores on the websites of each Facilitator and their Affiliates. Facilitators will use their best efforts to monitor customers reviews with respect to certain reasonable criteria of genuineness and proper language, and further reserves the right to remove these reviews. Facilitators will not enter into any discussion, negotiation or correspondence with the Salon in respect of the content or consequences of the publication or distribution of the customers reviews. However, the Facilitators will use all reasonable methods to procure removal from the website(s) of any comments about the Salon which have been already posted provided that the Salon can show by reasonable evidence that such comments are false or are not a genuine expression of that guest's opinion. The Salon acknowledges that Facilitators are the distributor and not the creators of such comments. All liability for the content of any such comments is excluded to the extent permitted by law.

1.13.

Facilitators will provide the customer information to the Salon 'as is' in the form and content provided by the customer. Facilitators do not warrant the accuracy or completeness of such information as that is provided by a third person outside the control of Facilitators. Such information shall always be the property of the Facilitators. The Salon agrees that it shall not solicit reservations directly from those customers booked through Facilitators, and shall not market the Salon to those persons directly.

1.14.

The Salon permits Facilitators to display the name, brand name, logo, trademark and any other information as supplied by the Salon to enable Facilitators to fulfil its rights and obligations under this Agreement. If the Salon is offering any promotional sales of services at discounted prices, the same discounted prices shall be offered to customer booking through Facilitators.

1.15.

The Salon shall resolve all customer grievances directly with the customer, including those grievances related to quality of services, rates, services etc. Facilitators may at its discretion operate a customer service facility to resolve the grievances of the customers over phone and by coordinating with the Salon, but in all cases the ultimately responsibility remains with the Salon to resolve the grievances.

1.16.

At all times, the Facilitators will be liable to pay to the Salon only for those bookings which are booked by the customers through Facilitators for genuine utilization by themselves and for which services made under "Pay at Salon" amount will be collected at Salon, Goisalon will not be responsible any type of payment related problem. Salon only will responsible for payment and tax.

1.17.

All types of packages sold by Goisalon are non-refundable and non-transferable.

1.18.

Once a Salon is agree to give discount on any festival or to First user of Goisalon, at the time of register on Goisalon or later on only then salon will be kept in difference category, Salon can not objection on discounted services, which are made by Goisalon and agree by Salon at time of register or agree on any email, text message or by phone call. In any case, if Salon want to disconnect to give discounts, have to connect with customer care of Goisalon.

1.19.

Goisalon can takes upto 6-10 business days to generate services payments to Salon which are made by customers on Goisalon application. Payments will generate to Salon after deduction of GST on the behalf of Salon, TDS, Convenience fees and any other tax if applicable. Salon will be only Responsible in case of providing wrong bank Account details, GST and any Other information. Goisalon will not be responsible for any type of payment made on wrong bank Account. Goisalon will take that information which is provided by Salon.

1.20.

Salon is a major part of Goisalon, in the safety of customers Goisalon have right to cross check services, Pictures, brands, products or any other related thing, Goisalon can take phone inquiry, mail enquiry and ask for Salon pictures again, as well as Goisalon can take enquiry by visit the Salon. This is for the safety of Salons, Customers.

2.

COMMERCIAL TERMS

2.1

The service availability and booking facility provided by the Salon will be on monthly, quarterly, yearly basis. The Salon will pay certain amount of packages to Facilitator (for all the bookings made by the customers through Facilitators) on the gross service rate (including any applicable government taxes and Goods and Services Tax) notified by the Salon to Facilitators as the listing price of the Salon service. For the avoidance of doubt, it is clarified that the Facilitators do not have the right to alter the Sell Rate notified by the Salon. Such commission may be set-off by the Facilitators in their payment to the Salons, or may be paid separately by the Salon as the Parties may mutually agree in writing. Accordingly, Facilitators would issue a tax invoice for the commission amount along with applicable taxes, if any. The commission payable to Facilitators will be agreed by Parties from time to time. The Salon would be required to raise an invoice on the customer for the gross amount and discharge tax liability accordingly.

2.2

If the Salon is offering any promotional sales any service at discounted prices compared to usual Sell Rate, the same discounted prices shall be offered to the customers booking through Facilitators.

2.3

Facilitators may offer certain promotions over the services of the Salon to the customers, except on any specific dates duly informed by the Salon to Facilitators at least five working days in advance. Irrespective of the discount offered by Facilitators, the Salon would be required to raise an invoice on the customer for the gross amount and discharge tax liability accordingly.

2.4

Notwithstanding anything mentioned above, Facilitators at their own discretion can charge the customer booking through the respective Facilitator, a service fee for its services, over and above the Sell Rate. For the service fee (if any) charged, Facilitators shall issue a tax invoice on the customers only for the amount of service fee along with applicable taxes and Salon will not have any responsibility to raise an invoice on customer towards such service fee.

3.

TERM AND TERMINATION

3.1.

The Agreement shall commence from the Effective Date and be continue to be valid unless terminated by Salon with 30 (thirty) days' notice to the other facilitators anytime during the term of this Agreement.

3.2.

Facilitator can terminate any time to any Salon, in case of uploading wrong information, illegal Picture, any words, use stolen information/ picture. Related to any illegal activity, Salon will be terminated, whatever packages is taken by salon, will be terminated in between.

4.

INDEMNITY

4.1

Once a booking has been confirmed to the customer booking through Facilitators pursuant to this Agreement, the Salon will honour the reservations without fail. In the extreme cases where services of the customer in the Salon is not possible for any reason what so ever, the Salon will provide customer with an alternate options in same or higher category Salons in the same or nearest locality at no extra cost, including transfers. In addition, Salon agrees that in the event that the customer is not satisfied with such alternate services provided by the Salon and Facilitators are required to provide refund to the customer, then the Salon shall pay an amount equal to double the per service cost to Facilitators for each instance of such default.

5.

REPRESENTATIONS AND WARRANTIES

5.1

Each Party represents and warrants that:

5.1.1

It has full legal right, power and authority to carry on its business and to enter into this Agreement and perform all of its obligations, terms and conditions hereunder; and

5.1.2

Neither the execution nor delivery of this Agreement, nor the fulfilment nor compliance with the terms and provisions hereof, will conflict with, or result in a breach of terms, conditions or provisions of, or constitute a default under, or result in any violation of its charter documents or by laws, if any, or any agreement, restrictions, instrument, order, judgment, decree, statute, law, rule or regulation to which it is subject, or require any consent, approval or other action by any court, tribunal, administrative or governmental body.

5.2

The Salon additionally represents that:

5.2.1

It is operating in compliance with all the applicable laws, regulations and statues, and it has the requisite licenses in place to operate its business.

5.2.3

It has full right, title and interest in and to all trade names, trademarks, service marks, logos, symbols, proprietary marks and other intellectual property marks ("IPR") which it provides to Facilitators, for use related to the Services, and that any IPR provided by a Party will not infringe the marks of any third party; Salon shall permit the usage of its logo, trademarks, symbols, service mark etc. to enable Facilitators to fulfil its rights and obligations under this Agreement which shall be upon the specific permission availed by Facilitators in writing from Hotel.

5.2.4

It shall at no time charge any extra charges, taxes and/or levies (except where there is a statutory change in tax rate or any legislation governing taxation laws), over and above what

has been specified at the time of booking. Salon shall only charge the guest for any additional facility used by the guest which was not included while making the booking.

5.2.5

The information provided by it to Facilitators in any form and manner whatsoever, is accurate, complete and true representation of the details of the Salon.

6.

TAXES

6.1

Pursuant to this Agreement each Party, with respect to the services rendered in its individual capacity, would be solely responsible for the compliance of all applicable laws including but not limited to legislations regarding Goods and Services Tax (GST), central, state or local levies with respect to payment of tax, duties, levies, charges, cess, etc. Thus, the tax collected by Facilitators as part of the service charges shall be remitted to the Salon and it shall be sole responsibility of the Salon to deposit the same to the concerned authority under the applicable law. Further, Facilitators shall not be liable to deposit such amount unless specifically mandated by law. In cases where the law requires Facilitators to deposit tax, the Salon shall not be eligible to collect any GST from the customer through Facilitators. Further, Facilitators shall deduct/ collect/ withhold any tax to be levied under applicable tax laws, in such manner as may be prescribed, from the amount payable to the Salon (i.e. the amount collected from the customer and to be remitted to the Salon) and shall furnish appropriate documentation for the same.

6.2

All payments for commission made by the Salon to Facilitators under the Agreement would be subject to withholding tax as per the law applicable on the date of payment. The Party withholding the tax would be responsible for providing appropriate proof, certificate, documents, etc. to enable the other Party claim the benefit of the same.

6.3

The Salon would be responsible for their own tax assessments, audits, inquires, etc. and would keep the other Party indemnified from any additional tax demand arising out of the same.

6.4

The Salon undertakes to provide Facilitators with necessary documents, as may be required by law from time to time, to prove the Salon's compliance with the applicable tax laws with respect to this Agreement including its obligations to deposit the necessary taxes with the authorities. Any interest, penalties or recoveries from Facilitators by any authority on account of default by the Salon will be solely borne by the Salon on its own account.

6.5

The Salon authorizes Facilitators to collect the taxes (under the applicable laws) on behalf of the Salon from the customers at the time of booking and remit the same to the Salon for depositing the same with the government.

7.

CONFIDENTIALITY

7.1

The Parties agree that any information (including any written, tangible and/ or intangible information) exchanged between or disclosed by either Party to the other Party from time to time, which

by its inherent nature is confidential or is specifically mentioned as confidential, shall be the confidential information of the said Party and either Party shall not disclose the same to the public without taking the prior written approval of the other Party.

7.2

The obligation of confidentiality contained under this Clause shall not apply to information which:

7.2.1

At the time of the disclosure is or already was in the possession of the other Party as evidenced by written documents; or

7.2.2

At the time of the disclosure was already in the public domain as evidenced by written documents; or

7.2.3

After the disclosure became generally available to the public through no fault of the other Party; or

7.2.4

Was subsequently disclosed to the other Party by a third party having a lawful right to disclose the information and being under no obligation of confidentiality with regard to a Party; or

7.2.5

Has been developed by the other Party independently on its own and without reliance on any information provided by the disclosing Party; or

7.2.6

Is required to be disclosed by a Party to comply with applicable laws or governmental regulations, provided that the said Party provides prior written notice of such disclosure to the other

Party and takes reasonable and lawful actions to minimize the extent of such disclosure.

8.

GENERAL

8.1

The Salon will be hosted as per Clause 1 at the sole discretion of Facilitators; the Salon shall not have any rights to insist specific performance by Facilitators.

8.2

This Agreement is governed by the laws of India and Parties agree to the exclusive jurisdiction of courts of Mohali, Punjab India.

8.3

The waiver of any right in this Agreement shall be in writing and signed by the Party against whom enforcement is sought, and shall not be a waiver of any other right in this Agreement.

8.4

Neither Party shall assign this Agreement to any other person without the other Party's prior written consent.

8.5

Any notices under this Agreement by a Party to the other Party shall be issued to the respective

Party's address mentioned in Annexure A.

8.6

Modifications to this Agreement shall be done by (1) means of a separate amendment as an agreement signed by both Parties, or (2) by way of a mutually accepted email, or (3) by means of a revised link sent by Facilitators and acceptance of the same by the Hotel, or (4) by means of a written communication via email or otherwise by Facilitators and deemed acceptance by means of conduct by the Salon.

8.7

Unless as otherwise specified in the Agreement, neither Party shall be responsible for any failure to comply with its respective obligations under this Agreement, where such failure or delay is due to events of Force Majeure (as defined below) provided that the affected Party notifies the non-affected Party within reasonable time of the commencement of the event of Force Majeure. Force

Majeure events shall mean any circumstances beyond the reasonable control of Parties like war, riot, flood, fire, Acts of God, epidemic, explosion, disease, earthquake, hijacking, sabotage, crime.

8.8

This Agreement and Annexure A, if any, constitute the complete and exclusive statement of the

Agreement between the Parties, and supersedes all proposals, and all other prior or contemporaneous communications between the Parties relating to the subject matter hereof, whether written or oral.

8.9

The Parties acknowledge and agree that the relationship between them is solely that of principal and agent (to the extent of collection of payment on behalf of the Salon for further remitting to the same), operating independently and nothing in this Agreement is to be construed as employer/employee, franchise/franchisee, partners, joint ventures, co-owners, or otherwise participants in joint or common undertaking. Facilitators shall be responsible for collecting the concerned amount from the customer as an intermediary in the fiduciary capacity, which amount shall be duly remitted to the Salon as per the arrangement contained in this Agreement.

8.10

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

8.11

This Agreement shall be signed by the Salon through entering its details, and agreeing to these terms and conditions with Facilitators by registering and accepting the online agreement. Accordingly, this Agreement is legally valid between the Parties by virtue of their online acceptance.

Please take a moment to familiarize yourself with our [Terms of use](#) and [Privacy Policy](#) and let us know if you have any questions.

Thanks.

Goisalon (Oxosis Essential Pvt. Ltd.)