

Terms & Conditions

These terms of use (the “**Agreement**”) govern the use and access of the Livezy App and Website including any content, functionality and services offered on or through the Livezy App by **JMR Infotech (JMR Infotech)** (hereinafter referred to as “**JMR**”) and its Affiliates/subsidiaries (“**JMR**”, “**we**” or “**us**”), a company incorporated in Dubai with its address at **P.O. Box 120894 Q3-219, Sharjah Airport International Free Zone, Sharjah, U.A.E.**

This Agreement is entered into between you (“**You**”/“**Customer**”/“**User/Guest**”) and Livezy (referred to as a “**Livezy**”), where You wish to use the Website to make purchases, make Flight bookings or engage service professionals through which such independent service professionals (collectively or individually referred to as “**Professional/s**”) who wish to provide Professional Services (as defined hereinafter) to you using the Livezy Platform. If you do not agree to accept and be bound by this Agreement, you must immediately stop using the Livezy Platform.

PLEASE READ THIS AGREEMENT THOROUGHLY AND CAREFULLY.

THE PARTIES AGREE TO THE FOLLOWING:

PART 1: GENERAL TERMS

This Agreement and the Privacy Policy constitutes a legally binding agreement between LIVEZY and the Customer. This Agreement sets out provisions that define the Customer’s legal rights and obligations with respect to its use of and participation in (i) the LIVEZY Platform as a whole, including the classified advertisements, forums, various email functions and internet links, and all content and LIVEZY products & services available through the domain and sub-domains of LIVEZY, and (ii) the online transactions between Customers and vendors who are providing products and services via the LIVEZY Platform (collectively “**Vendors**”). This Agreement incorporates by reference, the Privacy Policy through the [link](#) as well as through the link titled “Privacy” on the Website and applies to all users of the LIVEZY Platform, including users who are also contributors of video content, information, private and public messages, advertisements, and other materials on the LIVEZY Platform.

The LIVEZY Website is owned by JMR Infotech with all requisite rights to engage with the Customer as set out in the Agreement.

You acknowledge that the LIVEZY Platform serves as a venue for the online distribution and publication of information submitted and exchanged between Customers and Professionals, bookings for Professional Services, booking of Flights, purchase of products and by using, visiting, registering for, and/or otherwise participating in this Website, including the availing of any products, services presented, promoted, and displayed on the LIVEZY Platform, and by clicking on "I have read and agree to the terms of use", You hereby certify that: (1) You are a Customer with the authority to enter into this Agreement, (3) upon confirmation of a booking by You, You authorise the transfer of payment for purchase of products or Services requested from the Website or the LIVEZY App, and (4) You agree to be bound by all terms and conditions of this Agreement and any other documents incorporated by reference. If the You are accessing and using the LIVEZY Platform, You confirm that You are at least 18 years

of age or the age of majority in the relevant jurisdiction, whichever is greater, and are fully able and competent to enter into, and comply with this Agreement.

LIVEZY 's Role and Use of LIVEZY 's Services

1. LIVEZY enables Customers to purchase products, avail of services or booking flights tickets on the LIVEZY App and Website. While LIVEZY as a Super APP and market place helps facilitate transactions that are carried out on the LIVEZY App and/or Website, the Customer acknowledges that LIVEZY is a technology services provider and is not providing the products or professional Services. The products or professional Services are provided by independent third-party vendors who are not employed by LIVEZY or any of its affiliates. LIVEZY shall not be held accountable for any unfulfilled completion or delivery of services by a Professional as the contractual arrangements is solely between the Customer and the Professional.

2. The Customer agrees that, in accepting this Agreement, it does so to avail LIVEZY services in order to connect with Professionals for availing Professional Services or purchase products or book flight tickets through the LIVEZY Platform.

Account Creation

1. The Customer shall use the LIVEZY App to contract directly with Professionals for Professional Services. The Customer must register himself/herself with an online account on the LIVEZY Platform and promptly submit details required. The Customer shall submit the Registration Data for registration. The Customer acknowledges that such Registration Data, as submitted must be valid, true and correct. Upon acceptance of the Registration Data, LIVEZY will open an account in the name and details provided by the Customer (the "Account"). The Customer shall be solely responsible for the confidentiality of its login credentials and any unauthorised use thereof.

2. The Customer agrees to comply with the Registration Data requirements and the other terms of this Agreement. The Customer's registration on the LIVEZY Platform may not be accepted if the Customer does not provide LIVEZY with the required information. LIVEZY reserves the right to decline any registration at its sole discretion. LIVEZY reserves the right to undertake such checks and diligence as may be required to verify the identity of the Customer.

3. Upon successful registration of an Account, the Account shall remain valid indefinitely subject to suspension or termination in accordance with the terms of this Agreement. The Customer agrees to maintain the security of its Account information and the Customer is responsible for all activity in connection with its Account. By creating the Account and providing consent, the Customer agrees that communication may be made by LIVEZY, its affiliates or Vendors with the Customer via telephone, SMS or other means at any contact details that the Customer provides.

4. The Customer agrees and confirms that the LIVEZY Platform shall not be used for any illegal or unlawful purposes and the Customer shall use the LIVEZY Platform solely in accordance with this Agreement and all applicable laws. The Customer shall be solely liable for any wilful or reckless misuse of the LIVEZY Platform through the Account or otherwise and shall be prosecuted as per the law.

5. The Customer shall not permit any unauthorised third party to use the LIVEZY Platform under any circumstances and will not share his/her Account login details with any

unauthorised third party. The Customer shall at all times comply with such security requirements in relation to the use of the LIVEZY Platform (including any requirements in relation to the verification of the Customer's identity) as are notified in writing to it by LIVEZY from time to time. The Customer agrees to immediately inform LIVEZY of any actual or suspected breach of LIVEZY Platform security requirements or any improper use or disclosure of the Customers' login details to the LIVEZY Platform.

Devices And Communications

1. For registration on the LIVEZY Platform, the Customers are encouraged to possess an electronic device (such as a smartphone, PC or handheld device), which is for optimum functionality of the LIVEZY App with a functioning mobile number, the ability to read text messages (SMS) and push notifications sent by LIVEZY (the “**Device**”).
2. If the Device is lost or stolen, the Customer must promptly inform LIVEZY of such occurrence, to ensure that access to the LIVEZY Platform via the Device is immediately blocked, suspended or deactivated so that the Device can no longer be used to access the Platform. For the avoidance of any doubt, LIVEZY does not have the ability to block, suspend or deactivate the Device itself.
3. When LIVEZY contact a vendor or professional on the behalf of the Customer via the LIVEZY Platform, the Customer consents that LIVEZY may monitor and/or record those communications for quality assurance, customer satisfaction and other purposes.

Home Service Requests

1. LIVEZY connects Customers seeking services and Professionals providing such services sought by the Customer.
2. In case of customers available home services, the Website allows Customers to send a request for Professional Service. Once a Service Request is made:
 - LIVEZY will send Service Requests to the available Professionals based on their availability and internal allocation processes as solely determined by LIVEZY.
 - The Service Request may be accepted based on the availability of Professionals for the required location at the requested time.
 - Your request is subject to acceptance by a Professional. Once a Professional has accepted the Service Request, LIVEZY will inform the Customer via an SMS, push notification or confirmation screen in the LIVEZY App/Website. If no Professional is available to accept the Service Request, LIVEZY will notify the Customer in the same manner.
3. The services provided through the Platform shall include:
 - Accepting Service Requests subject to the terms herein;
 - Identifying Professionals to provide Professional Services;
 - Remotely monitoring start and end of Service Request using the LIVEZYApp;
 - Receiving and dealing with feedback, questions and complaints relating to Service Request;
 - Providing customer support for grievances;

in each case in accordance with any relevant provisions of Applicable Laws.

4. Once a Service Request has been accepted LIVEZY may provide:

- The Customer with a booking confirmation through the LIVEZY App, and information regarding the Professional (including the contact number, a picture of the Professional and any other details LIVEZY considers appropriate); and
 - The Professional with Customer details, such as services sought and location, necessary to enable the Professional to provide the services.
 - While LIVEZY requests each Professional to use all reasonable efforts to arrive prior to requested service time slot, if there is any delay, the Customer should contact the Professional through the LIVEZY App or by contacting LIVEZY via in-App support or at its call centre, if available.
5. The Customer agrees that upon a Service Request being allocated to the Professional on the LIVEZY App as described above, the acceptance and completion of a Service Request will constitute an independent Professional Services contract between the Professional and the Customer. The Customer agrees that upon accepting the Service Request, LIVEZY may provide to the Professional, the service location, mobile phone number of the Customer, rating of the Customer and such other information to enhance and facilitate the provision of Professional Services by the Professional directly to the Customer, and for the Professional to identify the Customer.
 6. Once a Service Request is allocated to the Professional, LIVEZY will provide the Professional with the necessary Customer details in order to enable the Professional to provide the Professional Services directly to the Customer.
 7. If the Customer needs to cancel an assigned Service Request, the Customer must immediately contact LIVEZY 's customer care or may cancel an assigned Service Request through the LIVEZY App.
 8. The refund of any payments made by you towards the booking of the Professional Services shall be governed by LIVEZY 's Cancellation Policy as provided herein or as updated by LIVEZY from time to time on the LIVEZY Platform.
 9. If you have provided your consent to receive the following, LIVEZY or its authorised representative, shall provide information regarding services, discounts and promotions provided by LIVEZY to You by way of an SMS or email to Your registered mobile number/registered email ID. You also have the option to discontinue receiving such information at any point of time. To discontinue receiving such information, You may at any point of time visit the settings page on the LIVEZY App discontinue the same.
 10. If the Customer requires any assistance in relation to the LIVEZY Platform or any Service Request, they should contact the LIVEZY customer care or send an email at help@livezy.com.
 11. The contract for the Professional Services will be a contract solely between the Professional and the Customer. At no time will LIVEZY or its Affiliates have any obligations or liabilities in respect of such a Professional Services contract between the Professional and the Customer.

Customer's Representations

1. The Customer undertakes that it shall conduct itself in accordance with all Applicable Laws, in a respectful, courteous manner, and allow Professionals a safe and conducive environment to provide the Professional Services.
2. The Customer agrees that it will be solely responsible, (a) to ensure its own safety and security, and that of the Professionals'; (b) not to undertake or assist in any unlawful,

immoral or illegal activity (c) for any unauthorised use of the LIVEZY App whilst using the LIVEZY App/Website.

3. LIVEZY and the Professional are authorised to charge a Fee or applicable charges for the Platform and Professional Services and the Professional has agreed to appoint LIVEZY to communicate such Fee to the Customers. The Customer authorises LIVEZY to calculate the Fee in accordance with its internal policies and Applicable Laws. The Customer may contact LIVEZY (as set out herein) if the recommended Fee is not agreeable, however continued use of the LIVEZY App and availing of Professional Services shall constitute consent with regard to the Fee communicated to the Customer on behalf of the Professional.
4. If the LIVEZY Platform so permits in the relevant jurisdiction, the Customer may have the option to provide a rating and feedback of the Professional on the LIVEZY App after delivery of each Job. The Customer agrees that the Professional may also be granted the option to provide a rating and feedback of the Customer. Any such feedback must at all times, comply with Applicable Laws in that jurisdiction in relation to public decency, morals and religious values.

No Discrimination

LIVEZY prohibits discrimination against Professionals based on race, religion, caste, national origin, disability, sexual orientation, sex, marital status, gender identity, age or any other characteristic that may be protected under applicable law. Such discrimination includes, but is not limited to, any refusal to accept Professional Services based on any of these characteristics. If it is found that You have violated this prohibition you will lose access to the LIVEZY Platform. Applicable laws in certain jurisdictions may require and/or allow the provision of Professional Services by and for the benefit of a specific category of persons. In such jurisdictions, services provided in compliance with these laws and the relevant applicable terms are permissible.

LIVEZY's Obligations

Except as expressly stated in this Agreement, LIVEZY or its Affiliates' obligations include but may not be limited to (a) managing and operating the LIVEZY Platform and providing a marketplace to the Customer for entering into a contract with Professionals in respect of Professional's independent business of providing Professional Services/Products; (b) being a platform for the Customer to directly contract for Professional Services/Products with Professionals; (c) issuing a payment summary to the Customer for the Fee paid; and (d) Fee collection in respect of the transactions between Professional and Customers.

Payment Terms

1. The Customer agrees that the payments between the Customer and LIVEZY will be settled and paid in the manner agreed.
2. Customer appoints LIVEZY as its representative, to collect the Fees/Total Fee (as applicable and set out herein) and acknowledges that LIVEZY does so on behalf of the Professionals and where applicable for the amounts owed to LIVEZY by the Customer.
3. Customer hereby authorises LIVEZY to act on its behalf in settling any payment related disputes between the Customer and Professionals, and LIVEZY shall on a commercially reasonable basis, attempt to settle such disputes. In case of any such dispute, the Customer may at the request of LIVEZY or on its own behalf provide LIVEZY with any relevant data and information and hereby permits LIVEZY to act on Customer's behalf.

Any decision taken by LIVEZY in good faith in settling such a dispute will be final and binding on the Customer.

User Information

1. LIVEZY may provide the Customer with personal information relating to Professionals who agree to undertake the Professional Services for the Customer. The Customer agrees that:
 - a. it will not use such personal information except as required to obtain the products or services and remain in compliance with Applicable Laws and ensure that such Professional's data will not be used for any other purposes including but not limited to marketing;
 - b. it will not disclose, rent, sell or otherwise provide such information to any third parties without LIVEZY's and the Professional's consent;
 - c. it will not use, or attempt to use, this information in a manner that would violate this Agreement;
 - d. it will take reasonable and appropriate administrative, physical and technical measures to protect the security, integrity and confidentiality of LIVEZY's and Professional's information that it receives from LIVEZY, and will promptly report all data breaches or other information security events to LIVEZY;
 - e. if the Customer's account with LIVEZY is no longer active or is terminated, it will represent that it no longer receives services through LIVEZY.

FLIGHT BOOKINGS

Bookings By Travel Agents

Except with the prior registration with LIVEZY as B2B agents, priority partner or a franchisee, and explicit permission of LIVEZY to use the Website, all travel agents, tour operators, consolidators or aggregators ("**Travel Agents**") are explicitly barred from using this Website for any commercial or resale purpose. If any such bookings are detected, LIVEZY reserves the right, including without limitation, to cancel all such bookings immediately without any notice to such Travel Agents (or User) and also to withhold payments or any refunds thereto.

LIVEZY shall not be held liable for any indirect, consequential, punitive or incidental loss or damage that may arise from the bookings made by any person through such Travel Agents. The liability in case of such cancellations shall be solely borne by such Travel Agents.

All Promotional Offers mentioned on the Website are applicable only to the User(s) of LIVEZY for legitimate bookings. Travel Agents, and all Users, are not allowed to use the Website for making any fictitious, fraudulent or 'double' bookings of the Services including for the purpose of unduly enriching itself with commissions or any promotional schemes offered by LIVEZY.

Limited Liability Of LIVEZY

LIVEZY's liability is limited to providing the User with a confirmed booking as selected by the User. In the event of non-confirmation of booking due to any technical reasons (like network downtime, disconnection with third party platforms such as payment gateways, banks etc.) or any other similar failures, LIVEZY's obligation shall be limited to refunding the booking amount, if any, received from the User. Such refund shall completely discharge LIVEZY from

all liabilities with respect to that transaction. Additional liabilities, if any, shall be borne by the User.

FEES AND PAYMENT

The User shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the Service, as per the applicable laws and regulations.

In addition to the cost of booking as charged by the Service Providers, LIVEZY reserves the right to charge certain fees in the nature of convenience fees. LIVEZY further reserves the right to alter any and all fees from time to time. Any such additional fees, including fee towards any modifications thereof, will be displayed to the User before confirming the booking or collecting the payment from such User.

In cases of short charging of the booking amount, taxes, statutory fee, convenience fee etc., owing to any technical error or other reason, LIVEZY shall reserve the right to deduct, charge or claim the balance amount from the User and the User shall pay such balance amount to LIVEZY. In cases where the short charge is claimed prior to the utilization of the booking, LIVEZY will be at liberty to cancel such bookings if the amount is not paid before the utilization date.

Any increase in the price charged by LIVEZY on account of change in rate of taxes or imposition of new taxes, levies by Government shall have to be borne by the User. Such imposition of taxes, levies may be without prior notice and could also be retrospective but will always be as per applicable law.

In the rare circumstance of a booking not getting confirmed for any reason whatsoever, LIVEZY will process the refund of the booking amount paid by the User and intimate the User about the same. LIVEZY is not under any obligation to provide an alternate booking in lieu of or to compensate or replace the unconfirmed booking. All subsequent bookings will be treated as new transactions. Any applicable refund will be processed as per the defined policies of the service provider and LIVEZY as the case may be.

The User agrees and understands that all payments shall only be made to bank accounts of LIVEZY. LIVEZY or its agents, representatives or employees shall never ask a customer to transfer money to any private account or to an account not held in the name of LIVEZY. The User agrees that LIVEZY shall not be held liable if the User transfers any amount against any booking or transaction to any bank account that is not legitimately held by LIVEZY or to any personal account of any person. User shall not hold any right to recover from LIVEZY any amount which is transferred by the User to any third party.

The User will not share his personal sensitive information like credit/debit card number, CVV, OTP, card expiry date, user IDs, passwords etc. with any person including the agents, employees or representatives of LIVEZY. The User shall immediately inform LIVEZY if such details are demanded by any of its agents' employees or representatives. LIVEZY shall not be liable for any loss that the User incurs for sharing the aforesaid details.

Refunds, if any, on cancelled and/or missing bookings will always be processed to the respective account or the banking instrument (credit card, wallet etc.) from which payment was made for that booking.

LIVEZY under no circumstances is responsible for a User missing its flight or for a no-show or for any unutilized bookings. Refund, if any in such cases shall be as per the applicable policy of the Service Provider and shall be made to the User upon receipt of the same from the Service Provider. LIVEZY further advise the User to make request for refund within 180 days of the missed check-in date (unless a shorter time period has been specified by the Service Provider), after which all amounts towards refund for no-show or unutilized bookings shall be deemed to be forfeited.

Booking(s) made by the User through LIVEZY are subject to the applicable cancellation policy as set out on the booking confirmation or as communicated to the Users in writing.

LIVEZY provides various modes of making payments on the Website for transacting, like Credit/Debit Cards of various banks, Net Banking facility of all major banks, LIVEZY and third party Wallets, Gift Cards, and more.

Any money deposited in the LIVEZY wallet by the User will be maintained in the same form and currency as deposited, and this amount may be used by the User solely as a means of making payments for bookings made through the Website, in accordance with the User Agreement.

USAGE OF THE MOBILE NUMBER, COMMUNICATION DETAILS OF THE USER BY LIVEZY

LIVEZY will send booking confirmation, itinerary information, cancellation, payment confirmation, refund status, schedule change or any such other information relevant for the transaction or booking made by the User, via SMS, internet-based messaging applications like WhatsApp, voice call, e-mail or any other alternate communication detail provided by the User at the time of booking. Nevertheless, LIVEZY is not responsible of the receipt by the User of the foregoing.

LIVEZY may also contact the User through the modes mentioned above for any pending or failed bookings, to know the preference of the User for concluding the booking and also to help the User for the same.

The User hereby unconditionally consents that such communications via SMS, internet-based messaging applications like WhatsApp, voice call, email or any other mode used by LIVEZY are:

- upon the request and authorization of the User;
- 'transactional' and not "promotional' as per the rules and regulations of Telecom and Digital Regulation Authority of the UAE ("TDRA"), and in compliance with the relevant guidelines of TDRA or any such other authority in the UAE.

The User will indemnify LIVEZY against all types of losses and damages incurred by LIVEZY due to any action taken by TDRA or any other authority due to any erroneous complaint raised by the User on LIVEZY with respect to the communications mentioned above or due to a wrong number or email ID being provided by the User for any reason whatsoever.

INSURANCE

Unless explicitly provided by LIVEZY in any specific Service, obtaining sufficient insurance coverage is the obligation of the User. In no case LIVEZY shall accept any claims arising out of such scenarios.

Insurance, if any provided as a part of the Service by LIVEZY shall be as per the terms and conditions of the third-party insurance company. LIVEZY merely acts as a facilitator in connecting the User with insurance company. The User shall contact the insurance company directly for any claims or disputes. LIVEZY shall not be held liable in case of partial acceptance or denial of the claims by the insurance company.

OBLIGATION TO OBTAIN VISA

International bookings made through LIVEZY are subject to the requirements of visa including but not limited to transit visa, OK TO BOARD which are to be obtained by the User as per the requirement of their travel bookings and the requirements of the countries the User intends to visit or transit through.

LIVEZY is not responsible for any issues, including inability to travel, arising out of such visa requirements and is also not liable to refund any amount to the User for being unable to utilize the booking due to absence or denial of visa, irrespective whether or not the User has availed the Services of LIVEZY for the visa process. Refund, if any, will be as per the applicable terms of booking and cancellation policy of the respective Service Provider.

TERMS OF THE AIRLINES

The airline tickets available through the Website are subject to the terms & conditions of the concerned airline, including but not limited to cancellation and refund policies.

LIVEZY merely acts as a facilitator to enable the User to book a flight ticket. The contract of service for utilization of the flight is always between the User and the concerned airline.

We recommend Users to refer to the terms and conditions of the airlines before making any booking. By confirming a ticket, the User agrees to be bound by the terms and conditions of the concerned airline.

Airlines retain the right to reschedule flight times, route of the journey, change or cancel flights or itineraries independent of and without prior notification to LIVEZY. As a facilitator LIVEZY has no control or authority over the logistics of the airlines and therefore is not liable for any loss, direct or indirect, that a User may incur on any grounds whatsoever.

Different tickets on the same airline may carry different restrictions or include different services and prices.

The baggage allowance on given fare is as per the terms decided by the airline, and LIVEZY has no role to play in the same. Some of the fares shown in the booking flow are "hand baggage fares" which do not entitle the User for free check-in baggage and therefore the User will be required to pay separately for check-in baggage. The prices for adding check-in

baggage to a booking may vary from airline to airline. The User is advised to contact the airlines for detailed costs.

CODE SHARE

Some airlines enter into "code share" agreements with other Airlines. This means that on certain routes, the airline carrier selling or marketing the flight ticket does not fly its own aircraft to that destination. Instead, it contracts or partners with another airline to fly to that destination. The partner airline is listed as "operated by" in the booking flow.

If your flight is a code share, it will be disclosed to you in the booking process and prior to you making the payment.

LIVEZY will disclose any such code-share arrangements to the User, only when the ticketing airline discloses it to LIVEZY in the first place.

PRICING

The total price displayed on the Website on the payment page usually includes base fare, applicable government taxes and convenience fee. Users are required to pay the entire amount prior to the confirmation of their booking(s). In the event the User does not pay the entire amount, LIVEZY reserves its right to cancel the booking. User agrees to pay all statutory taxes, surcharges and fees, as applicable on the date of travel.

To avail infant fares, the age of the child must be under 24 months throughout the entire itinerary. This includes both onward and return journeys. If the infant is 24 months or above on the return journey, User will be required to make a separate booking using a child fare. Any infants or children must be accompanied by an adult as per the terms of the airlines.

TRAVEL DOCUMENTS

It shall be the sole responsibility of the User to ensure that they are in possession of valid travel documents such as identity proof, passport, visa (including transit visa) etc. to undertake the travel. User agrees that in case of inability to travel for not carrying valid travel documents, LIVEZY shall in no way be held liable.

User understands that the information (if any) provided by LIVEZY regarding the travel documents is only advisory in nature and can't be considered conclusive. The User shall ensure checking the requirements of travel with the respective airlines of the respective jurisdictions the User may transit through or choose to visit.

CHECK-IN TERMS

User should check with the airlines directly regarding the check-in timings. Usually, check-in begins 2 hours before departure for domestic flights, and 3 hours before departure for international flights.

User should carry valid identification proofs, passport, age proofs as may be required to prove the identity, nationality and age of the passengers travelling on a ticket, including infants.

USE OF FLIGHT SEGMENTS

In the event User does not embark on the onward journey, the entire passenger's name record (PNR) pertaining to that booking shall be automatically cancelled by the airline. In such

a scenario LIVEZY has no control in the said process nor shall be obligated to provide alternate bookings to the User. The cancellation penalty in such an event shall be as per the applicable airline rules.

CHANGES TO EXISTING BOOKING

Any changes that are made to any existing booking shall be subject to certain charges levied by the respective airline, apart from the service fee charged by LIVEZY.

The User shall be obligated to pay applicable charges in the event of any alteration or modification to an existing booking. However, depending on the airline's policy and fare className, charges for changes or modifications to existing bookings may vary.

CANCELLATION AND REFUND

Refunds and cancellation shall be processed as per the airline fare rules and cancellation policy. The User must contact the concerned airline directly.

Such refunds shall be subject to LIVEZY receiving the refunded amount from the airlines. However, the convenience fee paid to LIVEZY at the time of booking is a non-refundable fee.

All cancellations made directly with the airline need to be notified to LIVEZY with valid documentation, by email or phone, in order to initiate the process of refund. The processing time for refunds may vary depending on the mode of payment, bank etc. The refund shall be processed after deducting the LIVEZY service fee which is independent of the convenience fee paid to LIVEZY at the time of booking .

The refund will be credited to the same account from which the payment was made. For example, if the User used a credit card, LIVEZY will make an appropriate charge reversal to the same credit card; likewise if the User used a debit card, LIVEZY will credit the money to the same debit card.

In the event of cancellation and refund of partially utilized tickets, upfront discount and promo code discount availed at the time of booking would be deducted from the refund amount.

PART 2: ADDITIONAL TERMS

FAKE CALLS AND OTHER SIMILAR PHISHING, SPAMMING OR FRAUDULENT ACTIVITIES

LIVEZY's employees or authorized representatives will never contact a User asking for his/ her credit or debit card number, expiry date, CVV, net banking login, passwords, OTP etc. nor will they ever request for a fund transfer to a personal or an individual bank account. Further, they will also not ask a User to install any third-party applications that enable them to view a User's mobile or computer screen.

Acting on any of these requests may make you a victim of fraud, and may potentially lead to loss of your valuable money.

If you are ever asked for any of the aforesaid information, please report it immediately on privacy@livezy.com

The User understands and agrees that LIVEZY will not be held liable for any loss or damage incurred by the User in relation to the foregoing.

Confidentiality

1. The Parties to this Agreement may be provided or have access to Confidential Information. Each Party must keep confidential all Confidential Information, not use or disclose Confidential Information except as permitted under this Agreement, and not sell or disclose the Confidential Information to any third party without the other Party's prior written consent.
2. Without limiting the Confidentiality Section, clause (1), the Customer must not copy, download or extract any Confidential Information from the LIVEZY services without LIVEZY's prior written consent.
3. Upon termination of this Agreement, the Party in possession of the other's Confidential Information must promptly return or destroy the Confidential Information, unless retention of the information is required under Applicable Law.

Privacy

LIVEZY and its Affiliates store and process personal data in accordance with the Privacy Policy and relevant Consumer Protection Laws and this Agreement to (a) facilitate the Customer's use of the LIVEZY services to avail Professional Services, (b) to facilitate the Customer's use of the App for purchase of products, (c) to facilitate the Customer's use of the App for booking of service requests for Professional Services, (d) and to make any required disclosures to any relevant authorities and government or regulatory bodies, (e) for purposes permitted by law, and (f) for other purposes described in further detail in the Privacy Policy.

Intellectual Property Rights

1. All Intellectual Property Rights in the LIVEZY services and Confidential Information disclosed or made available by LIVEZY ("LIVEZY IP") remain the property of LIVEZY, its Affiliates and/or its third-party licensors. Except as expressly stated, nothing in this Agreement grants the Customer any rights in or related to the LIVEZY IP, and all rights not expressly granted to the Customer are reserved by LIVEZY.
2. The Customer must not: (a) copy, reproduce, modify, create derivative works of, or attempt to derive the composition or underlying information, structure or ideas of, any LIVEZY IP; (b) reverse engineer, decompile or otherwise endeavour to obtain the source code to any software in the LIVEZY Platform (save to the extent that it cannot be prohibited from so doing under Applicable Law); (c) breach, disable, tamper with, or develop or use (or attempt) any workaround for any security measure provided in the LIVEZY services; (d) use any LIVEZY IP in a way that infringes or misappropriates a third party's Intellectual Property Rights or moral rights (e); distribute, disclose or allow use of any LIVEZY IP by any third party in any format, through any time sharing service, service bureau, network or by any other means; (e) merge or combine any LIVEZY IP with any other technology not provided by LIVEZY; or (f) remove any proprietary notice language on any copies of any LIVEZY IP.
3. Subject to the terms of this Agreement, LIVEZY grants the Customer a limited, revocable non-exclusive, personal, non-transferable license (without the right to sub-license) to use

and access the LIVEZY services solely for the purpose of purchasing products or availing of Services (including for facilitating the communication, and collection of Total Fee).

4. The Customer is solely responsible for any notes, messages, e-mails, billboard postings, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted through the LIVEZY Platform by or on behalf of the Customer (“**Customer Content**”). The Customer must ensure that such Customer Content complies with all Applicable Laws and is not defamatory, grossly harmful, blasphemous, paedophilic, invasive of another’s privacy, ethnically objectionable, disparaging, relating to or encouraging money laundering, libelous, hateful, racist, violent, obscene, pornographic, unlawful, or otherwise offensive and does not infringe any third party’s rights (including intellectual property rights).

The Customer agrees that, for purchase of products or in booking Service Requests through the LIVEZY Platform:

- a) it will comply with all Applicable Laws;
- b) it will not engage in any acts of wrongdoing, dishonesty or unethical business practices, including inappropriate behaviour with a Professional;
- c) it will not engage in any false identification, whether by telephone, text (SMS), email or other means;
- d) it will not make any representations, promises, guarantees or warranties on behalf of LIVEZY .

Disputes with Customers

1. The Customer will cooperate with LIVEZY if LIVEZY attempts to facilitate the resolution of any Customer dispute or complaint between the Customer and a vendor in relation to a product or Service Request.

2. LIVEZY, under no circumstances is liable to the Customer or any other person for the resolution of (or failure to resolve) any such matter. LIVEZY reserves the right to charge the Customer for any amounts for any such dispute or complaint, including disputes regarding the Customer’s conduct or misrepresentation and the Customer agrees to reimburse LIVEZY for any such payments and costs, expenses or attorneys’ fees that LIVEZY incurs in connection with such dispute.

3. The Customer agrees that LIVEZY has the right to disclose any information LIVEZY retains regarding the Customer to any authorities requesting information from LIVEZY regarding any product, services or advice the Customer may have obtained.

Informational Requests

The Customer agrees to comply with LIVEZY 's reasonable informational requests from time to time in connection with the LIVEZY Platform, including providing information to be used by LIVEZY (or our vendors) to perform background checks, credit checks, evaluations of reputation and character and other assessments, and to confirm status if LIVEZY has connected the Customer with a Professional. The Customer agrees to immediately notify LIVEZY if any information it has provided to LIVEZY , or any relevant information about the Customer, has changed among other relevant information.

Fraud or Other Willful Misconduct

Customer understand that, in the event of willful misconduct by the Customer against LIVEZY or any, Professional, including but not limited to fraud, theft, LIVEZY shall assess against the Customer, in addition to all other fees, damages and penalties to which it may be entitled, a fee commensurate to the value of such fraud, theft, willful damage or other willful misconduct. This fee shall constitute compensatory damages for the time and effort of LIVEZY 's employees, agents, representatives and attorneys in addressing, investigating, and rectifying the Customer's misconduct, and the Customer hereby agrees that such fee is reasonable and appropriate.

We reserve the right, but shall not be obliged to:

- Monitor, screen or otherwise control any activity, content or material on the LIVEZY Platform and/or through the Services. We may in our sole and absolute discretion, investigate any violation of the Agreement and may take any action it deems appropriate;
- Prevent or restrict access of any Customer to the Platform and/or the Services;
- Report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities, and to co-operate with such authorities.

DISCLAIMER

The material on this Website could include technical inaccuracies or typographical errors. LIVEZY may make changes or improvements at any time.

LIVEZY will not deal with or provide any Service to any of OFAC (Office of Foreign Assets Control) sanctions countries in accordance with the law of UAE.

The Services are provided on an "as is" and "as available" basis. LIVEZY may change the features or functionality of the Services being provided at any time, in its sole discretion, without any prior notice or intimation to the User. To the maximum extent permitted by applicable mandatory laws, LIVEZY expressly disclaims all warranties of any kind, whether express or implied, including, without limitation, any warranty for information, data, data processing services, uptime or uninterrupted access, any warranties concerning the availability, accuracy, usefulness, or content of information, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose. No advice or information, whether oral or written, which the User obtains from LIVEZY or through the Services opted shall create any warranty not expressly made herein or in the Terms of Service.

The User acknowledges that this Website is provided only on the basis set out in this User Agreement. The User's uninterrupted access or use of this Website on this basis may be prevented by certain factors outside LIVEZY's reasonable control including, without limitation, the unavailability, inoperability or interruption of the Internet or other telecommunications services or as a result of any maintenance or other service work carried out on the Website. LIVEZY does not accept any responsibility and will not be liable for any loss or damage whatsoever arising out of or in connection with any ability/inability to access or to use the Website.

The User also authorizes LIVEZY's representative to contact such User over telephonic calls, SMS text messages and email including for marketing the Services availed by the User or those which are similar to, or comparable with, such Services, or such Services which we feel may

be of interest to you. The User's continued use of the Website is express indication of its consent for receiving such communication. This consent shall supersede any preferences set by such User the DNCR Registry or any other similar preferences.

Indemnities

1. To the maximum extent permitted by Applicable Laws, the Customer will indemnify, defend and hold harmless (and continue to indemnify, defend and hold harmless) LIVEZY and LIVEZY Affiliates (and their respective directors, officers, employees, agents and representatives) ("**Those Indemnified**") from and against any direct losses, damages, liability, claims, costs, penalty and expenses (including, legal and court fees) incurred by those Indemnified arising out of or in connection with any:
 - a. Breach by the Customer of any terms under this Agreement;
 - b. Breach by the Customer of any Applicable Law;
 - c. Misrepresentation or fraudulent, dishonest, unlawful or negligent act or omission of the Customer committed in the course of purchasing of product or obtaining the Professional Services;
 - d. Personal injury (including sickness and death) or property damage of, Professionals or any third party in connection with the Professional Services (including in connection with any harassment, misconduct); or claim by a Professional or any other third party in connection with the Customer's use of the LIVEZY Website except to the extent such claim is caused by any act or omission of LIVEZY .

Representations and Warranties

1. Each Party represents and warrants that they have all requisite power and authority to perform their obligations under this Agreement, and that entering into and exercising any rights, performing any obligations and/or carrying out any transaction contemplated under this Agreement will not breach any applicable law or regulation (including any guidelines, rules, regulations, and any judicial, official, governmental and/or statutory and/or regulatory orders and/or judgments whether interim, final or otherwise), or breach any other contract they are a party to.
2. Each Party must immediately notify the other Party as soon as it becomes aware of any circumstances which affect (or are likely to affect) the accuracy of the representations and warranties in this Section.
3. All express or implied guarantees, warranties, representations, or other terms and conditions relating to this Agreement or its subject matter, not contained in this Agreement, are excluded from this Agreement to the maximum extent permitted by law.
4. Without limiting the Representations and Warranties, LIVEZY Services and all other technology developed by LIVEZY are provided on an "**as is**" and "**as available**" basis and, to the maximum extent permitted by law, LIVEZY makes no representation, guarantee or warranty to the Customer of any kind, whether express or implied, including with respect to: (a) the condition, suitability, quality, performance, accuracy, completeness, merchantability or fitness for a particular purpose of the LIVEZY services or any functionality provided through the LIVEZY App; and (b) the compatibility of the LIVEZY App or any other installed technology with the Device.

5. LIVEZY attempts to be as accurate as possible. However, LIVEZY does not warrant that product descriptions or other content of any Professional or Professional Service is accurate, complete, reliable, current, or error-free.
6. If the Professional sells any products, it does so as a seller and acknowledges that LIVEZY is not the seller. LIVEZY is not responsible for examining or evaluating, and LIVEZY does not warrant the product offerings of any Professional. LIVEZY does not assume any responsibility or liability for products and their marketing content.

Liability

1. Nothing in this Agreement limits or excludes either Party's liability for: (a) death or personal injury caused by its negligence; (b) fraudulent misrepresentation or for any other fraudulent act or omission; or (c) any other liability which cannot lawfully be excluded or limited.
2. Subject to the Liability clause (1), LIVEZY or LIVEZY Affiliates shall not be liable (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) for (a) any indirect or consequential loss or damages; or (b) theft, loss of profits, revenue, goodwill, anticipated savings, business or opportunity, or loss or corruption of data, even if advised of the possibility of such damages.
3. Subject to the Liability clauses (1) and (2), LIVEZY or LIVEZY Affiliates shall take reasonable measures to safeguard Customers against unauthorised use. LIVEZY or LIVEZY Affiliates will additionally not be held liable for the actions of third parties whose actions it does not have control over.
4. The Customer agrees that it is solely liable for (a) any accidents, incidents and issues attributable to the condition of the premises where the Professional Services are sought; and (b) breach of any Applicable Laws. LIVEZY will not be liable for any such accidents, incidents, issues, breaches, costs and expenses. Each Customer should exercise caution and common sense to protect its personal safety and property, just as a reasonable person would when interacting with any person such person does not know.
5. All purchases of physical items (products and goods) from a Professional will be made pursuant towards a contract between the Customer and the Professional. This means that the risk of loss and title for such items pass from the Professional to the Customer upon delivery of such items pursuant to the aforementioned contract.

Termination

1. LIVEZY may terminate this Agreement with immediate effect upon notice to the Customer: (a) if it is deemed necessary to comply with any Applicable Law; (b) to protect LIVEZY or LIVEZY's Affiliate interests in the event the Customer engages in inappropriate acts/omissions; (c) if the Customer has committed a breach of this Agreement; or (d) for convenience.
2. Upon termination of this Agreement for any reason: (a) the Customer's rights to use the LIVEZY Services will cease immediately, the registration with LIVEZY and the Account of the Customer will cease to apply, and LIVEZY may block the Customer's access to the LIVEZY App; (b) the Customer must pay to LIVEZY all amounts due and owing to LIVEZY at the date of termination, owed prior to the date of termination; (c) the Parties must cease acting in a manner that would imply a continuing relationship between the Parties and all activities contemplated under this Agreement.
3. The following Sections will survive termination of this Agreement together with any other terms of this Agreement which by their nature do so: Confidentiality, Privacy, Intellectual

Property Rights, Indemnities, Liability, Termination and Governing Law and Dispute Resolution.

4. Termination of this Agreement will not prejudice any rights of the Parties that may have accrued prior to such termination.

Notices

Any notices, requests and other communications required or permitted under this Agreement must be in writing and sent to the recipient Party as follows (as amended time to time by the recipient Party by notice to the other Party):

To LIVEZY by email to: help@livezy.com

To Customer: By email or text message (SMS) to the email address or mobile number (as applicable) specified in the Account or through In-App communications.

Entire Agreement and Precedence

1. This Agreement and corresponding policies constitute the entire agreement between the Parties which will supersede and override all previous communications (either oral or written) between the Parties with respect to the subject matter of this Agreement. Neither Party has relied upon (or shall have any remedies in respect of) any representation not expressly set out in this Agreement. Nothing in this clause shall limit the liability of either Party for fraudulent misrepresentation.

Relationship between Parties

1. In this Agreement, LIVEZY operates as a technology service provider in that it provides the Customer with access to the LIVEZY App. None of the provisions set out in this Agreement shall be interpreted as creating the relationship of employer and employee or engager and worker between the Customer and LIVEZY at any time, under any circumstances or for any purpose. Nothing in this Agreement shall create a joint venture or partnership or render the Customer an agent or partner of LIVEZY and the Customer shall not hold himself/ herself out as such. The Customer acknowledges and agrees that the Professionals are not employed by LIVEZY or its affiliates nor are its agents, that the Professionals' provision of Professional Services to the Customer creates a direct business relationship between Customer and Professional and that LIVEZY or LIVEZY Affiliates are not responsible or liable for the actions or inactions of a Customer in relation to the Customer activities.
2. The Customer agrees not to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of LIVEZY or its Affiliates.

Governing Law and Dispute Resolution

This Agreement shall be governed in all respects by the laws of the United Arab Emirates and any legal proceeding arising out of this Agreement will occur exclusively in the courts of Dubai, United Arab Emirates.

Amendments to this Agreement

We reserve the right, at our sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement and/or the Privacy Policy or other applicable policies/ terms being issued by LIVEZY, whether overall or specific to a service or a benefit at any time, effective with or without prior notice. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the LIVEZY Platform. Your continued use of the LIVEZY Platform following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes.

PART 3: MISCELLANEOUS TERMS

1. **Availability of LIVEZY Platform and Services:** We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the LIVEZY Platform or any Services and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the LIVEZY Platform or any part of the Services.
2. **Assignment:** The Customer may not assign or transfer any of their rights, interests or obligations under this Agreement to any third party without the prior written consent of LIVEZY. LIVEZY may assign its rights and interests under this Agreement to any person whatsoever.
3. **Force Majeure:** Any delay in or failure to perform any obligations by either Party under this Agreement will not constitute a breach of this Agreement to the extent caused by acts or orders of any government authorities, acts of God, fire, flood, explosion, epidemic, pandemic, riots, war, rebellion, insurrection or other event beyond the reasonable control of that Party ("**Force Majeure**"). A Party affected by a Force Majeure must: (a) notify the other Party within seven (7) days after it becomes aware of the event of Force Majeure; and (b) use all reasonable efforts to avoid or minimise the effects of such Force Majeure and commence performance of its obligations as soon as such Force Majeure ceases. If a Force Majeure event continues for a continuous period of more than 7 days, either Party may terminate this Agreement by notifying the other Party.
4. **Waiver:** Either Party may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy. No failure or delay on the part of either Party exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other rights, powers or privileges by such Party.
5. **Severability:** If any provision is held to be prohibited or unenforceable in any jurisdiction then the remaining provisions shall remain valid and enforceable to the extent permitted by law.
6. **Rights cumulative:** Subject to any express provision in this Agreement to the contrary, the rights, powers or remedies of a Party under this Agreement are cumulative and in addition to, and do not exclude or limit, any right, power or remedy in any other part of this Agreement or otherwise provided at law or in equity.
7. **Independent Legal Advice:** The Customer agrees that it has read the terms of this Agreement carefully and has sought independent legal advice upon choosing to accept the terms of this Agreement.

8. JURISDICTION: This User Agreement is subject to interpretation as per the laws of the United Arab Emirates (“UAE”), and the parties shall refer any unresolved disputes to the exclusive jurisdiction of courts in Dubai, UAE.
9. FEEDBACK FROM CUSTOMER: LIVEZY would like to know the feedback of the Users for improving its Services. The User hereby authorizes LIVEZY to contact the User for their feedback on various Services offered by LIVEZY. Such feedback may be collected through emails, telephone calls, SMS or any other medium from time to time. In case the User chooses not to be contacted, such User shall write to LIVEZY for specific exclusion at privacy@Livezy.com.

PART 4 - COMMERCIAL TERMS

1. LIVEZY reserves the right at its sole discretion to charge Fees to Customers for use of the LIVEZY App, viewing posted Services or other services that LIVEZY may provide in the future.
2. The Customer acknowledges and understands that LIVEZY may offer different incentives, and these may be based on different parameters with different benefits.
3. The Customer may be required to pay LIVEZY a certain amount for the use of the platform, in accordance with this Agreement; which shall be communicated to the Customer from time to time.
4. Without limiting the Amendments to this Agreement Section, LIVEZY reserves the right to change the rates and payment terms between the Customer and LIVEZY and/or the vendor / professional and the same will be communicated to the Customer, from time to time. Where the Customer does not consent to or agree with such changes, they may contact LIVEZY as set out herein, or choose not to avail of the Professional Services.
5. Pursuant to any settlement that the Customer is required to make with LIVEZY under the terms of this Agreement, whether for a breach of this Agreement or otherwise (“Settlement”), LIVEZY will send a report of the Settlement to the Customer giving details of the amounts and reasons thereof. The Customer must make payment of the amounts mentioned in the Settlement to LIVEZY within 7 days from the date of issue of such Settlement details. If the Customer fails or refuses to make payment in respect of such Settlement within this period, LIVEZY will have the right, without any reference to the Customer, to claim the Settlement amount, which will be payable by the Customer on demand.

Anti-Discrimination Policy for Home Services

1. Anti-Discrimination Policy

Livezy seeks to empower service professionals across the world to deliver safe, reliable and high quality services at home. Livezy therefore does not tolerate, and prohibits discrimination against customers or service providers based on religion, caste, race, national origin, disability, sexual orientation, sex, marital status, gender identity, age or any other characteristic that may be protected under applicable laws.

Such discrimination includes, but is not limited to, refusing to provide or accept services based on any of these characteristics.

Any customer or service partner found to have violated this prohibition will lose access to the Livezy platform and may also be liable for legal actions. .