

# GET ONLINE WITH GETURGAME

## TERMS AND CONDITIONS

### **1. DEFINITIONS AND INTERPRETATIONS**

For the purpose of this Agreement:

1.0 “Contractor” or “Employee” means and shall include all and any online session instructors and teachers hired, contractually obligated to observe and perform the stipulated terms and conditions as maybe set out through negotiations, communications with the recruiting agency and will include any and all independent or third party instructors, teachers and support staff for the purpose of this subject Agreement. The Contractor willingly, agrees and legally consents to strict observance of highest standards of professional decorum, professional sensitivity, etiquette and observance of any and all workplace guidelines and laws as applicable under the laws of India.

1.1 "Company" or “Employer” means a subsidiary including “*Get Online with Get Ur Game*” and any other Company which is for the time being a holding Company of the parent Company, GetYourGame Private Limited, for carrying out any limited activities as maybe authorised by the parent company through its legal and authorised representative in express written communication including but not limited to conducting and hosting recreational and sporting activities as interactive online sessions of practices of physical activity including but not limited to yoga, zumba, etc over the defined platforms of online and offline through third party consultants, instructors and professionals in consideration for contractual remunerative payments and benefits for the purpose of this subject agreement. .

1.2 “Confidentiality” or “Information” or “Professional Information” or “Private Information” shall mean and include any and all information, personal or professional communications, personal or medical opinions, written notes, online and offline correspondences, medical histories, user data and information, audio, visual or audio visuals data or recording provided or submitted in professional or any other capacity and any distribution, communication or providing unlawful and illegal access to such information is strictly prohibited and punishable by the applicable laws in India. The participants and instructors are advised strictly to maintain strict prudence, diligence and sensitivity over any and all personal data or information shared in any capacity over any medium or platform for the purpose of the availment of the online sessions and its consequential promotional benefits.

1.3 “Participating Audience” or “Users” or “Subscribers” shall and mean to include any and all person, group of persons, people, association, legal or corporate entity who have read and understood the scope of services offered and advertised, onus of the Trainer or Instructor, and the associated risk and liabilities of the advertised and subscribed online program under the brand, *Get Online with Get Ur Game* and

therefore have legally agreed and consented to be associated with the online program through the prescribed modes of financial consideration based on the selected or preferred type of online sessions with the selected trainer or instructor on the google meet weblink created and access shared by the selected Trainer or Instructor personally, through the facility console for the communication of the information through the personal information shared by the user for any and all important information and updated relating to the scheduling, timing and any information related to the conducting of the online sessions under the advertised programme.

1.4 “Subscription Period” or “Subscription” or “Period of Subscription” shall mean and include the period and the total period for availing the advertised online services for yoga, zumba, pilates under an Independent certified Practitioner through facility console in through a Trainer or Instructor for the selected period on monthly or annual against the fees or financial consideration paid or delivered to the legal or authorised representatives of the brand, *Get Online with GetUrGame*.

*1.5 “Commencement of” or “Commencing of the Session” or “Starting of the online program” shall mean and include the date and the day of the conclusion of the selection of the program and the confirmation of successful payment of the monthly or annual fees as per the selected period with the selected Trainer/Instructor, through the prescribed merchant payment website and the delivery of the invoice and the confirmation of the successful delivered to the administrators of the online subject program and the User through the selected means and modes of correspondence and communication. The online program will be deemed and calculated from the day and date of the selection of the program and delivery of confirmation of the successful payment through the prescribed mode for the calculation of program related activities, promotional offers and related user activities (If any and as applicable) .*

*1.6 “Reporting Date” or “Date of Availment” will mean and be inclusive of the selected dates of the commencement of all and any activities selected by the participating User under the selected program with the selected instructor and as per the available date and schedule of the Instructor/ Trainer.*

*1.7 “Date of Engagement” shall mean and include the date or the selected dates inclusive of any rescheduling and any other dates mutually decided between the Trainer/Instructor and the participating Users through the prescribed means and modes of facility console for conducting any and all of the selected activity or the activities under the online session and the online programs. It is expressly stated and expressed that the Trainer and the Instructor are legally obligated to the brand and therefore any rescheduling or scheduling conflict in respect of the dates of engagement must be discussed and communicated through the facility console only in prescribed mode and manner and any violation or breach thereof will be at their own risk and liabilities and may form the subject matter of legal action, claim or suits before any court of law in India.*

*1.8 “Cancellation” or “Terms of Cancellation” will mean and be inclusive of any and all measures, actions or any activities including but not limited to remedial or*

*legal actions against the concerned parties acting outside of their professional and contractual obligations and indulge in behaviors which maybe classified as unethical, unprofessional, racist, insensitive or any activities which have been marked as prohibited by the administrators of the subject program or illegal as per the relevant and applicable laws of India inclusive of suspension and termination of the contractual agreement between the program and users, refund or withholding of the User's fees or salaries or trainer's commission and initiation of any and all legal, penal and disciplinary proceedings and remedies as may be pursued and applied by the administrators of the subject program and the regulators of the online sessions. Further, the participating Users will invite and be subject to the any and all actions inclusive but not limited to certain percentage forfeiture of the total booking amount or fees paid on account of cancellation of the online sessions due to or by actions of them including constant rescheduling, cancellations and any other conduct or activities so deemed prohibited by the administrators and regulators of the online sessions.*

1.9 "Calendar Year" means the Calendar year which shall run from the 1st day of January to the 31st day of December every year.

1.10 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.

1.11 Any reference to a statutory provision shall be deemed to include a reference to statutory amendment, modification or re-enactment of it.

1.12 Any reference to the Company shall if appropriate include his authorized and legal representatives associated or affiliated with the brand, ***Get Online with Get Ur Game***.

1.13 References in this Agreement to any clause, sub-clause, schedule or paragraph without further designation shall be construed as references to the clause, sub clause, schedule or paragraph of this Agreement.

## **2. TERMS OF ENGAGEMENT**

2.1 The professional engagement of the tenure of the User's subscription shall be deemed to have commenced on the date of first reporting at the online google meet weblink created, access shared and communicated by the Instructor or Trainer of the Company pursuant to the execution of this Agreement and are expressly and legally barred for conducting any business or professional related activities at any other platforms or un-authorized mediums unless expressly authorised in written communication from the authorized and legal representatives. The Users are strongly encouraged and advised to report ahead in advance in writing before the scheduled time to bring to notice of Contractor regarding any concerns including medical injury, scheduling conflicts or any changes required in the User's selected programming time table for seamless experience and benefits and availing a suitable

time slot with the preferred/selected Instructor or Trainer at his disposal and availability. The cancellation of the time slot will be processed and followed with the User will be subject to his preceding actions and conduct and must not be unfairly, unjust, unreasonable or uncooperative with the existing terms, regulations and policies of the subject online.

2.2 The participating Users, audience and anyone with an issue or problem are requested to take screenshots and recordings of any segment of the sessions that the participating User particularly appreciates or wishes at their own risks and legal liabilities to bring to the notice of the authorities to substantiate any request or claims seeking redressal or disposal of claims against the Instructor or Trainer before the authorised representatives of the subject programs and before the Court of law in India .

2.3 It is expressly stated in clear and categorical terms that the contracted Instructor or Trainer will create, share and communicate the access to the google meet weblink to the User and the audience through the facility console and the participating audience at their own risk, liability and will bear full and complete responsibility of any illegal, unlawful or prohibited activities conducted out of his own accord outside of his professional obligation and the Employer bears no legal responsibility for any of his un-authorized or unlawful activities during the online sessions conducted on the shared weblink.

2.4 The Contractor is legally and personally liable for any personal wrongdoings, misdemeanours, claims or any legal claims which may arise due to his own personal actions outside the professional obligations as stipulated by the Company and as maybe directed and stipulated under the subject Agreement.

2.5 The disclosure of confidential information or personal information or un-authorized data in any form or manner by the Contractor is strictly prohibited in any means or form including the mediums of SMS, MMS, online portals and media platforms and must exhibit observance of strict workplace behaviour guidelines during the entirety of the terms of the employment and any such breach committed due to the personal act of the Contractor will be solely at their own risk and prudence and will be the basis for any and all legal claims, actions and suits before any Court of law in India. The Users are strongly advised to seek immediate remedial action in conjunction with the legal and authorised representatives of the program at the earliest to prevent any prohibited, wrongdoings and personal unlawful and unprofessional workplace behaviour of the Trainer or Instructor.

2.6 The Company and the Contractor shall share a knowledge and information sharing professional relation inclusive of customer booking through a dedicated facility console on the affiliated websites and applications.

2.7 The Contractors are required to disclose any and all existing, pre-existing and prevalent medical conditions or afflictions to the concerned representatives for taking appropriate medical actions, sanitization and any other appropriate actions as

maybe directed by the appropriate medical and municipal bodies including Covid-19 related afflictions and symptoms, etc.

## **10. TERMINATION OF CONTRACT WITH THE USERS AND/ OR TRAINER/ INSTRUCTOR**

10.1 The Company shall be entitled to terminate the services of the Contractor engaged to a User during any period or tenure of his contractual obligations due to any complaints or reports of unlawful or illegal activities promoted by him during his online sessions. The Users are strongly encouraged and legally obligated to bring any and all such incidents or activities committed or promoted by the Instructor or Trainer immediately to the appropriate authorities attention including the administrators of the online sessions. .

10.2 The Company absolutely reserves the right to terminate the Contractor based on any such reports, activities, reviews and online and offline feedbacks received from the Users and shall be further entitled to terminate the services of the Contractor after his confirmation with the option of pursuing any and all legal claims and actions with damages before any court of law in India. However, the period of notice of termination in such a case shall be or salary in lieu of the Notice period or as per any other contractual and professional terms as maybe applicable and mutually agreed upon.

10.3 Any unauthorised activity sought by the Users or the participating audience sought from the Trainer or Instructors outside of his professional obligations is strongly discouraged and such unsupervised online or offline activities will be the basis of the future legal claims, actions and suits in case of any un-towards, illegal or unlawful activities or incidents by the Employer as per the applicable laws of India. The Users are strongly cautioned against indulging in such unsupervised activities with the Trainers and the Instructors.

10.4 The Users and the participating audience are strongly encouraged and advised to take screenshots in case of any unethical, insensitive, unprofessional or illegal activities initiated or promoted by the Trainers or Instructors as the same submitted screenshots maybe utilized as a basis for professional and legal actions as maybe deemed appropriate by the administrators and regulators of this program in any legal action, claims or suits before any court of law in India.

### **13. CONFIDENTIALITY**

13.1 The Company shall during the course of the online session under this Agreement keep all the information in respect of the any and all information shared, created by the Users or accessed under the program by the including medical, mental and financial information for the benefit of the Users confidential.

13.2 The User is legally bound during or after the period of his subscription under this Agreement from divulging to any person whatever or otherwise make use of any trade secret or any confidential information concerning the business or finances of the Company or any such information concerning its Associated Companies.

13.3 All notes and memoranda trade secrets or confidential information concerning the business of the Company and Associated Companies or any of its suppliers, agents, distributors or customers which shall or maybe acquired, received or made by the Users during the course of their programme shall exclusively be the intellectual property of the Company and shall be surrendered by the User to the Company on the termination of their program or at any time when required or directed by the Company during the course of their program.

13.4 The User is prohibited from sharing any and all information including professional and Company's related personal information and of the Company's staff without written express approval from the appropriate and concerned bodies and institutions and any breach or violation thereof would be the basis of strict legal action under the applicable laws of India.

### **17. ARBITRATION**

17.1 Where any controversy, dispute or disagreement arises between the User and the Company as to the interpretation or application of any of the terms, conditions, requirements or obligation under this Agreement or the performance here of which the Parties are unable to resolve by agreement, the Parties hereby agree to refer the controversy, dispute or disagreement to arbitration will be at the discretion of the employer.

17.2 All arbitration proceedings shall be conducted in English and the venue for conducting such proceedings shall be New Delhi, India. Judgment upon any arbitral award so rendered may be entered in any Court having jurisdiction, or application may be made to such Court for a judicial acceptance of the award and an order to enforcement, as the case may be.

17.3 The Parties hereby agree that a matter may be referred to arbitration as provided herein, the Parties shall nevertheless, pending the resolution of the controversy, dispute or disagreement, continue to fulfil their obligations under this Agreement, so far as they are reasonably able to do so.

## **18. JURISDICTION**

18.1 This Agreement is governed by and shall be construed in accordance with the laws of India.

### **UNDERTAKING:**

The User hereby in clear and absolute terms acknowledges the communication and the receipt of the statement of the Main Terms and Conditions of Employment, and having read and understood them, agree that they apply to their preferred and selected services (as applicable) with “*Get Online with Get Ur Game*” in the limited professional capacity of deliverance of the User selected services through the Trainer/Instructor created weblink available at facility console. The User in clear legal terms accepts complete and absolute responsibility and acknowledgement that and the “*Get Online with GetUrGame*” will bear no legal and absolute claims or liability in any claims, actions or suit before any court of law in India due to any unauthorised, illegal or unlawful activity committed or engaged in by the Trainer, Instructors or the Users during and after the online session out of their personal accord including but not limited to any activities outside of the Trainer/Instructor’s professional liabilities and obligations and the User’s selected services respectively as per the online sessions.