

Indulge Global Membership Policy

Terms & Conditions

Welcome to Indulge Global. Indulge Global provides luxury concierge & lifestyle management services. These Terms & Conditions govern your membership account.

Indulge Global (Pricetime Technologies Private Limited) is a company incorporated under the Companies Act, 2013, having: a private limited company incorporated in India with its registered office at 1-65/123, Amar Co-operative Society, Madhapur, Hyderabad, Rangareddy, Telangana – 500081 with GST No. 36AAMCP8016C1ZG & VAT No 30670314295.

We are the owner and operator of the Indulge Global mobile application (our “App”) and the website located at www.indulge.global (our “Website”).

These Terms & Conditions, together with our Privacy Policy (which you can view [here](#)), and our Mobile App Terms and Conditions, also explain how Indulge Global collects, uses, and discloses personal information (collectively, the “Terms”). The Terms govern your access to, and use of, our App, our Website, any services that we may offer from time to time (together with our Website and our App) (collectively, the “Services”), and any other features or content (including any information, text, graphics, photos, comments, reviews, links, or other materials uploaded, downloaded or appearing on, or linked to the Services) offered from time to time by Indulge Global in connection with the Services (collectively referred to as “Content”). Your access to and use of the Services is conditional on your acceptance of and compliance with these Terms, and you represent and warrant that you have read and understood the Terms. Additionally, by accepting these Terms you are agreeing that any communication or record we provide to you, or that you sign or agree to at our request, may be in electronic form. We may also use electronic signatures and obtain them from you on any communication. If you do not agree to these Terms, please refrain from using our Services.

Our Services include Content, links, and goods and services provided by third parties. Indulge Global is not responsible for the offerings of third parties. Please read the document below carefully.

1. About Our Services

These Services are operated and provided to you by Indulge Global, and by accepting these terms, you are entering into a contract with Indulge Global.

Our Services include recommending and procuring bookings for restaurants, travel, events, experiences, and facilitating purchase of retail items. However, the Services that Indulge Global provides are always evolving and the form and nature of the Services that Indulge Global provides may change from time to time. You can find further information about our Services on our Website and in our App. You are solely responsible for your use of the Services. We do not knowingly market our Services to children. You may only create a member profile with Indulge Global if you are legally capable of forming a binding contract with Indulge Global and are able to abide by and comply with these Terms. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. The Services are designed for your personal use. You may not open an account using the Services on behalf of another individual, a company, organization, or other entity. If the need arises, we may suspend your access to our Services, or close them indefinitely (which may be without

notice to you, although we will do what we reasonably can to notify you in advance, where we can reasonably do so).

1.1 Links to Third Party Websites and Linking to our Services

Our Services contain links to websites, apps and other services which are operated and owned by third party service providers or retailers. Third parties may charge a fee for their services, for which Indulge Global will have no liability. Indulge Global is not responsible for any content or other information provided by any third party.

You will also be bound by the terms and conditions and privacy policies imposed by third parties with or through whom you book goods or services. Please check these carefully, as we have no responsibility or liability for the terms and conditions of any third party.

Our Services must not be framed, “mirrored” or otherwise incorporated into or on any other site, nor may you create a link to any part of our site other than the homepage. We reserve the right to withdraw linking permission without notice to you.

1.2 Terms & Conditions

Indulge Global Membership Policy Additions.

1.3 Registering to our Service

All personal details you give to us through the Services will be collected and processed in accordance with our Privacy Policy. You confirm that all registration information and other personal details provided to Indulge Global is, and will be, true and accurate.

You will also keep us promptly updated of any changes to your registration information and other information we request in order to maintain your account. Any inaccurate information may invalidate your account and subsequent purchases, bookings and other requests for the Services.

1.4 Keeping Your Account Information Confidential

You are solely responsible for keeping your registration, login information, and other personal details (including your email address and access to any two-factor authentication methods including SMS and email) for your account confidential. You are responsible for maintaining the confidentiality of your login information and agree to notify us immediately if you suspect that any third party has used your account or had access to your account.

You are responsible for any and all use of your account. You agree that you will not disclose your account details or login information to any other person or allow any other person to use your account, and you agree not to use the account, email address or personal information of another member of the Services at any time. You shall be solely responsible for all use of and activity performed through your account, and may be held liable for losses incurred by us or any other user of the Services caused by you or someone else using your account. If you suspect unauthorized use of your account, you agree to report it promptly and are responsible for disputing any charges with the merchant and your payment issuer.

2. Membership & Community Standards

Membership approval, renewal, continuation, upgrade, downgrade, and prioritization of services remain solely at the discretion of Indulge Global.

Indulge Global reserves the right to suspend or terminate memberships in cases involving abusive behavior, misconduct, fraud, unethical conduct, repeated payment delays, illegal activity, harassment, or misuse of the platform, team, vendors, or community.

Members are expected to uphold the culture, integrity, and reputation of the Indulge Global community while interacting with team members, partners, vendors, venues, and fellow members.

Memberships are strictly personal in nature and may not be commercially exploited, transferred, resold, or misused.

2.1 Member Responsibilities

Members remain fully responsible for the conduct, actions, damages, payments, and behavior of their guests, assistants, family members, representatives, or anyone acting on their behalf.

Members are expected to maintain respectful and professional communication with the Indulge team across all communication channels.

Any misuse of vendor contacts, preferential pricing, curated access, member networks, or confidential information shared through Indulge may result in immediate suspension or termination.

Members may not directly bypass or circumvent Indulge to independently engage vendors, suppliers, or partners introduced through the platform for commercial or personal gain.

2.2 Our Lifestyle Services

Ordering Goods and Services From Third Party Suppliers

The terms in this Section apply when, on your instruction, we:

- a) make bookings, purchases, or reservations on your behalf from one or more supplier(s) that we have identified, recommended, sourced or otherwise referred to you, or that you have requested (a "Supplier");
- b) facilitate your purchase of goods and/or services, or your making of any booking or reservation, from any Supplier by acting as an intermediary, conduit or booking platform, or by remitting the relevant payment(s) from you to Suppliers;
- c) may act as the travel agent of a Supplier to contract with you for the provision of travel-related services, or to make any booking or reservation; or
- d) undertake any other services that we have agreed from time to time, except those explicitly stated.

The purchases set out at a) to d) above shall be referred to in these Terms as "Lifestyle Service(s)."

The terms in this Section do not apply where we provide you with a link or other details for you to order goods or services from a Supplier directly and without any further involvement from us. Regardless of whether the purchase of a good or service is facilitated by us or made by you directly at a third party website via the links we send you, in all instances, (i) the purchase of goods and services is between you and the Supplier, (ii) we only act as an intermediary to facilitate the transaction between you and the Supplier, and (iii) we are not acting as a principal in any such transaction. While Indulge Global will endeavor to help with any warranty claims, replacement requests, and refunds, the fulfillment of these requests are ultimately at the

discretion of the Supplier. Indulge Global relies on Suppliers for accurate descriptions of products and services; item conditions; authenticity; policies regarding warranties, replacements, and refunds; and other service or product details. Indulge Global can provide further information from the merchant regarding these details upon request. Indulge Global does not independently verify the information provided by Suppliers on an individual item basis.

In most cases, some separate terms and conditions (in addition to this Section) will apply to a Lifestyle Service. If so, we will make these separate terms and conditions clear to you before we agree to provide the relevant Lifestyle Service.

When we make introductions, we endeavor to choose suppliers whom we feel might be suitable for you. However, any introductions we make should not be construed as an endorsement by Indulge Global of such Supplier, or of any advice that such Supplier may give you, and you are responsible for ensuring the suitability of any third party with whom you deal (including checking the suitability, quality or merit of any goods or services that they may offer).

You are responsible for paying for all Lifestyle Services, including any incidental charges, ordered via our Services, regardless of the beneficiary or beneficiaries of such Lifestyle Services. For example, if you book a table at a restaurant, you are responsible for paying the bill for that table (although of course guests may pay separately if they wish and contribute to the final amount owed). You are also responsible for any no-show and/or cancellation fee that may be charged by the restaurant. Some Lifestyle Services (such as restaurant bookings, for example) may be subject to acceptance or confirmation from the applicable Supplier. Although we try to ensure that all availability displayed on the Service is accurate, restaurants may cancel or amend bookings after they have been confirmed. We are not responsible for any bookings canceled or amended by a third party.

If you wish to amend any Lifestyle Service after your order has been confirmed, you may need to discuss this with the Supplier directly. We cannot guarantee that the Supplier will be able to accommodate any changes.

The price for any Lifestyle Services (including any applicable taxes and duties known to us at the time of purchase) will be the price we advise you (by email, message or on our App) before we complete your order. Import taxes including any duties that may be assessed by local states or countries after a purchase are the responsibility of the member. Prices reflect pricing and fees from the applicable Supplier and may include additional fees charged by Indulge Global and/or third parties as applicable (including, for instance, shipping costs charged by third parties or a commission). We take reasonable care to ensure that the prices of Lifestyle Services advised to you are correct.

Our merchants are responsible for collecting and remitting taxes. Our merchants, as vendors, bill all applicable taxes to us and we pay over such tax amounts directly to the vendors who then are entirely responsible for remitting such amounts to the applicable taxing authorities. In other words, we are not the vendor collecting and remitting taxes (including, but not limited to gross receipts, sales and use tax, excise, value added taxes, GST, and any other similar taxes or assessments that might be levied by a taxing jurisdiction) to the applicable taxing authorities in connection with (or arising from) the Lifestyle Services. If the rate of any applicable taxes or duties changes between your order date and the delivery date of the Lifestyle Services, we will adjust the rate of the applicable tax that you pay, unless you have already paid for the Lifestyle Services in full before the change in the rate of tax takes effect, in which case your payment due will not be affected.

In case of goods & services that are availed from outside the country, cost may vary as exchange rates may fluctuate.

2.3 Price Changes in Lifestyle Services

It is always possible that, despite our best efforts, some of the Lifestyle Services you order may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price of the Lifestyle Service at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price of the Lifestyle Service at your order date is higher than the price that we advised you (or we agreed in writing), we will contact you for your instructions before we accept your order.

2.4 Payment Requirement for Lifestyle Services

You must pay for your Lifestyle Services before we place your order with the Supplier. If the Supplier rejects the order or the purchase is not successful for whatever reason, your payment will be promptly refunded. Where a purchase of Lifestyle Services is not successful (the “Canceled Purchase”) and you instruct Indulge Global to procure replacement goods and/or services on your behalf (the “Replacement Purchase”), you hereby agree to the following:

- a) Indulge Global may advance the payment for Replacement Purchase on your behalf but to the extent the value of the Replacement Purchase exceeds that of the Canceled Purchase, you will pay Indulge Global the value of such difference before we place your order with the Supplier for the Replacement Purchase;
- b) to the extent Indulge Global makes an advancement on your behalf to procure a Replacement Purchase, you agree that the sum owed to you by the Supplier in respect of the Canceled Purchase is absolutely assigned to Indulge Global in consideration for such advancement (the “Assignment”); provided, however, that where the value of the Canceled Purchase exceeds that of the Replacement Purchase, the value of such difference will be remitted back to you, less any deductions permitted by these Terms or applicable law; and
- c) you will promptly execute and deliver such documents and perform such acts as Indulge Global may reasonably request for the purpose of giving full effect to the Assignment.

You must pay all amounts due for the Lifestyle Services (“Lifestyle Services Fees”) in full without set-off, counterclaim, deduction or withholding (except for any deduction or withholding required or as permitted by law). We may at any time, without limiting any of our other rights or remedies, set off any amount owing to us against any amount payable by us to you, whether such liability is present or future, liquidated or unliquidated, and whether or not the liability arises under these Terms. You authorize Indulge Global to process your card on file for any incidental charges incurred on your account at the conclusion of your Lifestyle Service.

The price of Lifestyle Services will be presented to you in certain currencies. Any exchange rates and/or fees associated with paying for these Lifestyle Services in the specified currency will be determined by your payment issuer, payment processor, and/or the Supplier of the Lifestyle Services, not Indulge Global and you will be responsible for any conversion rate and or fees. If you think any payment or invoice for Lifestyle Services Fees is wrong please contact us promptly to let us know and we will endeavor to resolve the issue. Failure to pay for Lifestyle Services in accordance with these Terms may result in the termination of your membership. All payments for Lifestyle Services payable to us by you shall become immediately due and payable on termination of your membership for any reason.

2.5 Card Payments

If you pay for Lifestyle Services by card, you acknowledge and agree that we may pre-authorize your payment.

After you pay for a Lifestyle Service, we will email you a confirmation of your purchase.

In the event that your payment card is lost or stolen you agree that it is your responsibility immediately to contact the applicable card company in order to cancel your payment card.

2.6 Limitations in Services

We reserve the right to refuse to service any request, at our sole discretion. We are under no obligation to give a reason as to why we refuse, although we may from time to time.

Examples of requests that we do not service include, but are not limited to, adult entertainment, immoral or illegal requests, requests relating to firearms or controlled substances. Any member who makes an indecent or illegal request may have their membership revoked. We may also refuse to service requests where a member has made an excessive number of requests that are not fulfilled by the member or unreasonable requests, as determined solely by us.

2.7 Non-Refundable Concierge & Membership Fees

Any amounts paid by the member directly to Indulge Global in consideration for its concierge, lifestyle management, and membership services (the “Concierge Fee”) are non-refundable, in whole or in part, once paid. This is in consideration for the member’s access to, and the availability of, the Services from the commencement of membership, and applies regardless of the extent to which the member utilizes the Services during the membership term, and regardless of suspension, termination, downgrade, or non-renewal of membership for any reason.

For the avoidance of doubt, this clause applies only to the Concierge Fee payable to Indulge Global for its own services. It does not affect the member’s right to a refund of monies paid for Lifestyle Services where a purchase is unsuccessful and the order is not placed with the Supplier, as set out in Section 2.4.

3. Payment Processing

We use the third party payment processor to process card payments. Please read the terms and conditions of the same before making the payment.

3.1 Indulge Global’s Rights

3.1.1 Our Rights in the Content and Services

All rights (including copyright, trademarks and other intellectual property rights), title, and interest in and to the Services and the Content including but not limited to all information, data, text, maps, graphics, the “look and feel”, logos, icons, trademarks, images, video clips, sound clips, editorial content, notices, data compilations, page layout, selection or arrangement of the contents of the Services, and the underlying code and software in the Services are and will remain the exclusive property of Indulge Global and its licensors. The Services are protected by copyright, trademark, and other laws and treaties around the world. All such rights in the Services, Content (excluding Content provided by members of the Services) and related material are reserved.

Nothing in the Terms gives you a right to use the Indulge Global names or any of the Indulge Global trademarks, logos, domain names, or other distinctive brand features. Other logos and

product and company names mentioned in these Terms may be the trademarks of their respective owners.

3.2 Prohibition on Copying

You must not copy any part of the Content, with a view to creating or compiling any form of collection, compilation, directory or database unless we provide you with our prior express written consent to do so.

If you copy or download any part of the Services or Content in breach of these Terms, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You may print off one copy, and may download extracts, of any page(s) from our Services for your personal reference and you may draw the attention of others within your organization to material posted on our Services. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

4. Restrictions on Content and Use of the Services

You agree that you will not use the Services:

- a) in any way that violates any local, national or other laws or regulations (including applicable data privacy, export and re-export control laws and regulations) or any order of a court in any relevant jurisdiction;
- b) to sell any goods or services unless with our prior written consent and/or as an authorized supplier partner; in any way that infringes the rights of any person or entity, including but not limited to their copyright, trademark or other intellectual property rights, or other privacy or contractual rights;
- c) to distribute advertisements of any kind (other than with our prior written consent) or otherwise communicate any false or misleading material or messages of any kind;
- d) in any way that intentionally or unintentionally harasses, annoys, threatens or intimidates any other member;
- e) in any way that promotes or incites, whether intentionally or unintentionally, racism, sexism, bigotry, hatred or physical harm of any kind;
- f) in any way that is abusive, defamatory, inaccurate, obscene, offensive, fraudulent, objectionable or sexually explicit;
- g) to solicit, provide or promote illegal or unlawful activities or in any way which may lead to the encouragement, procurement or carrying out of any unlawful or criminal activity or which may cause any harm, distress or inconvenience to any person;
- h) to access, tamper with, cause damage to, or use non-public areas of the Services, Indulge Global's computer systems, servers or equipment or the technical delivery systems of Indulge Global's providers;
- i) to access or attempt to access any data of other members of the Services or to penetrate any of the security measures relating to the Services, or to probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;

- j) in any way that intentionally or unintentionally deceives, defrauds or swindles Indulge Global or any other member;
- k) to introduce any malware, virus or other harmful software program that intentionally or unintentionally damages or interferes with the operation of the Services, including but not limited to cancel bots, denial of service attacks, time-bombs, worms, Trojan horses, viruses or any other maleficent software or hardware;
- l) interfere with, or disrupt, (or attempt to do so), the access of any member, host or network including, without limitation, sending a virus, overloading, flooding, spamming or mail-bombing the Services, or by misusing the Services so as to interfere with or create an undue burden on the Services;
- m) to copy, modify, transmit, display, perform, create derivative works from, re-sell or distribute any Content, information, software, products or services obtained through the Services;
- n) for any and all commercial purposes, including those that compete directly or indirectly with our Services (except with our prior written consent, or as specifically permitted by these Terms);
- o) to bypass measures used to prevent or restrict access to the Services;
- p) to gain unauthorized access to the Services, the server on which the Services is stored or any server, computer or database connected to the Services;
- q) in any way use the Services to send altered, deceptive or false source-identifying information;
- r) to scrape, deep-link, crawl or spider or otherwise use the Services for phishing, spamming, trolling or any unauthorized (commercial) purpose (except as specifically permitted by these Terms), or in connection with: (1) the development of any software program; (2) the development, improvement, customisation, training or fine-tuning of a machine learning or artificial intelligence (AI) system; (3) providing archived or cached data sets containing contents to another person or entity; or (4) the use of any method to extract data from the Services, including web scraping, web harvesting, or web data extraction methods; or
- s) to promote or support or solicit involvement in any political platform or cause, religion (recognized as organized or unorganized), cult or sect of any kind; or
- t) for any other purpose that is not permitted by these Terms (collectively, "Unauthorized Purpose").

While we will do what we can to protect the security of information associated with your account, we cannot guarantee that unauthorized third parties will not be able to defeat our security measures. You shall promptly notify Indulge Global of any actual or suspected unauthorized third party access to your account by emailing info@indulge.global. You shall cooperate with, and assist, us in any action or proceedings by us to prevent or otherwise deal with any unauthorized receipt, access or use of your account by any third party. We may suspend or stop providing our Services to you if you do not comply with our Terms or policies or if we are investigating suspected misconduct.

5. Disclaimers

Travel to certain international destinations referred to on the Services may carry more risk than others, including the risk of personal injury and damage to or loss of property. By listing or providing you with information related to such destinations, Indulge Global does not represent or

warrant that traveling to such destinations is safe, recommended or without risk, and is not liable to you for any loss that arises from travel to such destinations. You should make your own reasonable enquiries about any travel destinations before booking and traveling.

Engaging in certain activities and experiences referred to on the Services may carry more risk than others, including the risk of personal injury and damage to property. By listing or providing you with information related to such activities and experiences, Indulge Global does not represent or warrant that engaging in such activities and experiences is safe, recommended or without risk, and is not liable to you for any loss that arises from engaging in such activities and experiences. You should make your own reasonable enquiries about any activities and experiences before booking and participating.

We are not liable for the actions or omissions of any third parties (including any third party to whom we may have introduced you and any Suppliers) and are not liable to you for any loss or damage that arises from the performance of, or services provided by, any third party. You should always check the suitability of any third party with whom you deal, including your agreement with their terms and conditions.

Please remember that members must remain responsible for their own dietary requirements at all times. If you have specific requirements that will need to be communicated to any restaurant or other service provider, please do so. Some Content provided to members is done so via third parties and we are not liable for any inaccuracies or omissions contained therein.

We are not liable to you for any inability to access the Services at any time (including but not limited to scheduled or routine maintenance), for any reason beyond our control (including but not limited to any unplanned downtime, or any outages on networks (including mobile networks) or when you are not in an area supported by mobile coverage).

If we become aware that our supply of the Services is delayed by such an event outside our control, we will endeavor to contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we will not be liable for such delays.

6. Limitation of Liability

This section of the Terms is important and you should read it carefully.

To the maximum extent permitted by applicable law, Indulge Global and its subsidiaries, affiliates, officers, employees, agents, partners and licensors will not be liable for any:

- a) loss to you which was not a reasonably foreseeable consequence of our breaching these Terms or otherwise failing to use reasonable skill and care in our provision of the Services;
- b) loss to you which was caused by the actions or omissions of any third party (including any third party to whom we may have introduced you);
- c) damage to your property (including data and digital devices). However, we will not be liable for damage which you could have avoided or for damage which was caused by you failing to correctly follow installation instructions or to have in place any minimum system requirements.
- d) business losses, including:
 - i. loss of profits, sales or contracts;
 - ii. loss of income or revenue;

- iii. loss of business opportunity or goodwill or reputation; or
- iv. wasted management or office time.

We provide the Services for private use only. Any commercial use of the Services by you requires our prior written consent and our liability for such commercial use falls outside of the scope of these Terms.

Nothing in these Terms shall affect your statutory rights as a consumer or limit or exclude our liability for personal injury or death caused by our negligence or fraudulent misrepresentation or any other liability which cannot be excluded or limited under law.

The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights.

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control.

Indulge Global offers Activities provided by third parties, including, without limitation, airlines, public charter operators, hotels and other short-term lodging providers, car rental companies, cruises, tour operators, and tour guides ("Suppliers"). Any and all selections of appropriate Activities and Suppliers are your sole and exclusive decision.

Travel to certain destinations may involve more risk than travel to other destinations; therefore, you represent and warrant that you have reviewed current government-issued travel advisories, warnings, requirements, restrictions, and public health directives prior to making a reservation and prior to traveling. Any information provided by us, Suppliers, or in this Waiver and Release shall not replace your own judicious risk assessment, based on your personal circumstances, and your prudent evaluation of health, safety, and security considerations.

SUPPLIERS ARE INDEPENDENT CONTRACTORS AND NOT EMPLOYEES OR AGENTS OF INDULGE GLOBAL.

THE FACT THAT WE PROVIDE INFORMATION REGARDING THE AVAILABILITY OF ANY ACTIVITY DOES NOT MEAN WE ARE ENDORSING OR RECOMMENDING THE ACTIVITY. ANY AND ALL CLAIMS REGARDING ANY ACTIVITY MADE AVAILABLE THROUGH INDULGE GLOBAL ARE LIMITED TO CLAIMS AGAINST THE SUPPLIER OF SUCH ACTIVITY. WE DISCLAIM ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, IN CONNECTION WITH ANY ACTIVITY PROVIDED BY ANY SUPPLIER AND BOOKED THROUGH INDULGE GLOBAL, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, DEATH, PROPERTY DAMAGE, LOSS, ACCIDENT, DELAY, IRREGULARITY OR ANY OTHER DAMAGES OR EXPENSES WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, OR OTHERWISE, OF SUCH SUPPLIERS AND YOU HEREBY EXONERATE AND RELEASE US FROM ANY LIABILITY WITH RESPECT TO THE SAME.

BY OFFERING FOR TRAVEL TO PARTICULAR DESTINATIONS, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH DESTINATIONS IS SAFE, ADVISABLE, OR WITHOUT RISK, AND YOU AGREE THAT WE ARE NOT LIABLE FOR ANY DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

YOU UNDERSTAND THAT THE ACTIVITIES ARE POTENTIALLY DANGEROUS AND INVOLVE THE RISK OF BODILY OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. YOU ACKNOWLEDGE THAT ANY INJURIES THAT YOU SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF A SUPPLIER. NOTWITHSTANDING THE RISK, YOU ACKNOWLEDGE THAT YOU ARE KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF BODILY OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING FROM PARTICIPATION IN THE ACTIVITY.

This Section operates together with, and is supplemented by, the overall liability cap set out in Section 18 (Limitation of Liability). The two Sections are to be read together and stack cumulatively in Indulge Global's favour. Nothing in either Section limits or excludes any liability that cannot be limited or excluded under applicable law, including liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

7. Waiver and Release of Liability

You hereby expressly waive and release any and all claims, now known or hereafter known, against Indulge Global, its parents, affiliates, and its (and its affiliates') respective past, present, and future officers, directors, managers, employees, agents, shareholders, members, insurers, predecessors, successors, and assigns (collectively, "Releasees"), on account of injury, disability, death, or property damage arising directly or indirectly out of or attributable to Your participation in the Activity. You covenant not to make or bring any such claim against Indulge Global or any other Releasee, and forever release and discharge Indulge Global and all other Releasees from liability for such claims.

This Waiver and Release constitutes the sole and entire agreement of Indulge Global and you with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Waiver and Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Waiver and Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Waiver and Release is binding on and shall ensure to the benefit of Indulge Global and you, and Indulge Global's and your respective heirs, successors, and assigns.

As noted above, travel to certain destinations may involve more risk than travel to other destinations. We will comply with our legal obligation to provide general information on health formalities of the country of destination; however, you represent and warrant that you have reviewed current government-issued travel advisories, warnings, requirements, restrictions, and public health directives prior to making a reservation and prior to travelling. Any information provided by us, Suppliers, or in these Terms shall not replace your own judicious risk assessment, based on your personal circumstances, and your prudent evaluation of health, safety, and security considerations.

THE FACT THAT WE PROVIDE INFORMATION REGARDING THE AVAILABILITY OF ANY PRODUCT OR SERVICE DOES NOT MEAN WE ARE ENDORSING OR RECOMMENDING THE PRODUCT OR SERVICE. SUBJECT TO APPLICABLE LAW, ANY AND ALL CLAIMS

REGARDING ANY PRODUCT OR SERVICE MADE AVAILABLE THROUGH INDULGE GLOBAL ARE LIMITED TO CLAIMS AGAINST THE SUPPLIER OF SUCH PRODUCT OR SERVICE AND WE DISCLAIM ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, IN CONNECTION WITH ANY PRODUCT OR SERVICE PROVIDED BY ANY SUPPLIER AND BOOKED THROUGH INDULGE GLOBAL.

YOU UNDERSTAND THAT SOME TRAVEL PRODUCTS AND SERVICES ARE HIGH-RISK ACTIVITIES ("ACTIVITIES"). THEY ARE POTENTIALLY DANGEROUS AND INVOLVE THE RISK OF BODILY OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. YOU ACKNOWLEDGE THAT ANY INJURIES THAT YOU SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY YOUR ACTIONS, OMISSIONS, OR NEGLIGENCE. NOTWITHSTANDING THE RISK, YOU ACKNOWLEDGE THAT YOU ARE KNOWINGLY AND VOLUNTARILY PARTICIPATING IN YOUR CHOSEN ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ALL ASSOCIATED RISKS.

Subject to and except to the extent prevented by applicable law, you hereby expressly waive and release any and all claims, now known or hereafter known, against Indulge Global, its parents, affiliates, and its (and its affiliates') respective past, present, and future officers, directors, managers, employees, agents, shareholders, members, insurers, predecessors, successors, and assigns, on account of injury, disability, death, or property damage arising directly or indirectly out of or attributable to your participation in any Activity.

7.1 Your Liability

You shall indemnify us and keep us fully indemnified on demand from and against all liabilities, costs, expenses, damages and losses, legal costs (calculated on a full indemnity basis) and all other reasonable professional costs (including costs of defense of claims, suits or proceedings brought by third parties) and expenses suffered or incurred by us arising out of or in connection with your unauthorized use of the Services, the Content, your breach of these Terms and/or as a result of your violation of these Terms and/or as a result of your violation of any applicable laws or regulations.

8. Termination

8.1 Suspension of the Services

We can suspend the supply of the Services to you. We do this to:

- a) deal with technical problems or make minor technical changes;
- b) update the Services to reflect changes in relevant laws and regulatory requirements; or
- c) make changes to the Services, including without limitation scheduled and unscheduled downtime.

For the avoidance of doubt, if the App is unavailable but the supply of Services is still offered via email, the supply of Services will not be considered suspended.

8.2 Termination by Indulge Global

Subject to the rights set out in Section above, we also reserve the unconditional right to suspend, withdraw, terminate, amend or restrict access to some parts of the Services, or to the Services entirely, to you at any time immediately without notice for any reason not prohibited by law, and without liability to you, and can claim any compensation due to us, including (without limitation) in circumstances where:

- a) we have reasonable grounds to suspect unauthorized, unlawful or fraudulent use of the Services;
- b) we reasonably suspect that you have not complied with these Terms;
- c) another member you have recommended to us is found to have committed a criminal offense or has otherwise used the Services for any Unauthorized Purpose; or
- d) we reasonably suspect a breach of confidentiality or infringement of our intellectual property rights by you or a third party.

If we terminate your receipt of the Services and these Terms on any of the grounds listed in this Section, you will not be entitled to future membership of the Services and you may not benefit from the Services in any way (including but not limited to by using our Services indirectly as a guest or beneficiary of another member).

8.3 Withdrawal of the Services

We can stop providing the Services as a business. We will let you know at least 30 days in advance.

On suspension, termination and/or withdrawal of the Services and of these Terms (for whatever reason) all licenses and rights granted to you in relation to the Services shall immediately come to an end.

9. Data Privacy

Please refer to our privacy policy for information on how we collect, use and protect your data.

9.1 Our Role in Your Arrangements

Indulge Global acts as a facilitator and intermediary in sourcing and arranging travel services and other arrangements on your behalf, and does not act as the organizer, principal, tour operator, or provider of those services. The travel services and other arrangements you request are provided by independent third-party Suppliers, and responsibility for the proper provision, quality, safety, and performance of those services rests solely with the relevant Supplier, as set out in your booking confirmation and in Sections 5, 6, 12, and 15 of these Terms.

We will use reasonable skill and care in selecting Suppliers and in arranging the services you request. However, we do not accept responsibility or liability for the acts, omissions, defaults, negligence, performance, or non-performance of any Supplier, and any claim in respect of a Supplier's services lies against that Supplier and not against Indulge Global. Nothing in this Section limits or excludes any liability that cannot be limited or excluded under applicable law.

9.2 Prompt Assistance

We shall provide you with appropriate assistance without undue delay if you are in difficulty while on holiday, in particular by providing appropriate information on health services, local authorities

and consular assistance; and by helping you make distance communications and helping you find alternative travel arrangements.

9.3 Special Requests

Any special requests from you or any member of your party must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your booking confirmation or any other documentation or that it has been passed on to the Supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us.

9.4 Disabilities and Medical Conditions

We will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical condition or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to travel and participate in your chosen arrangements. If we cannot accommodate the needs of the person(s) concerned, we will not confirm your booking.

9.5 Right To Transfer

You may transfer your package booking to someone else, who satisfies all conditions that apply to your booking, provided we receive written notice from you no later than 7 days before departure. Both you and the transferee are responsible for paying all costs we incur in making the transfer and will remain jointly and severally liable for payment of all sums remaining due for your booking.

9.6 Important Note

Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the Package. You will be advised of any non refundable charges applicable prior to booking but this is particularly common with flights.

9.7 Contacting us

If you need to contact us to request assistance if you are in difficulty or make a complaint during the performance of the Package, please bring it to the attention of the Supplier(s) of the arrangements concerned promptly. Most problems can be resolved on the spot. If the matter is not dealt with to your satisfaction, please contact our customer service team, which can be contacted via the App, or by email at info@indulge.global.

If the matter cannot be settled whilst you are on your trip, please contact us as soon as possible following your return home. We will liaise with the Suppliers concerned to try and resolve your complaint and will respond as soon as we can.

If you want to make a complaint against us, please contact our customer service team first and we will let you know about our available in-house complaint handling procedures and the alternative dispute resolution procedures we use.

9.8 Our Liability

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- a) the acts and/or omissions of the person affected; or
- b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- c) Unavoidable and Extraordinary Circumstances.
- d) Loss of and/or damage to any luggage or personal possessions and money.

9.9 Your Obligations

Passports, Visas and Immigration Requirements: It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your trip. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up-to-date position in good time before departure. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities.

Travel Insurance: It is your responsibility to arrange adequate travel insurance for your trip and you must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness and also any damages caused to any property and/or accommodation that you are responsible for covering. If you choose to travel without adequate insurance cover, we will not be liable for any losses however arising, in respect of which insurance cover would otherwise have been available. We do not provide travel insurance or provide any advice regarding insurance.

Delays and missed transport arrangements: If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your trip price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

Payment of local taxes. In certain destinations a local tax may be payable and you may be required to settle this locally before the end of your trip. We are not responsible for any such local taxes nor are they part of the price of your Package.

10. Changes and Cancellations

10.1 Changes by you

If you wish to change any part of your Package booking after our booking confirmation has been issued, you must inform us as soon as possible. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to any costs and charges incurred by us and/or incurred or imposed by any of our Suppliers in making this change.

10.2 Cancellations By You

If you or any other member of your party cancels your confirmed Package you will be liable for any cancellation charges associated with doing so. You have the right to cancel your confirmed trip before departure without paying a cancellation charge in the event of Unavoidable and Extraordinary Circumstances occurring at your trip destination or its immediate vicinity and significantly affecting the performance of the trip or the transport arrangements to the destination. In these circumstances, the refund policy of the supplier or agent involved is applicable.

Certain arrangements may not be cancelled after they have been confirmed and any cancellation could incur a cancellation charge of up to 100% of that part of the arrangements. You will be advised of any non-refundable charges applicable prior to booking and before you cancel in any event.

10.3 Changes By Us

In the unlikely event that we need to make a change to or cancel your Package, your options vary depending on whether it is a minor change or a significant change.

Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, or a change of carrier.

Examples of significant changes include a change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away; a change of outward departure time or overall length of your arrangements by more than 12 hours.

If we need to make a minor change we will inform you as soon as reasonably possible but we will have no liability to you.

If we have to make a significant change or cancel your Package, we will tell you as soon as possible and we will offer you the choice of: (a) accepting the changed arrangements; or (b) if available, accepting an offer of an alternative trip (and we will refund any price difference if the alternative is of a lower value). You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, your booking may be cancelled.

11. Bookings, Reservations & Service Execution

All experiences, reservations, sourcing requests, gifting, travel, hospitality services, wellness services, and concierge arrangements are subject to availability, feasibility, legality, supplier approval, and third-party terms.

Pricing, vendor quotations, taxes, itineraries, reservations, and availability may change in real time due to supplier-side changes, demand fluctuations, external market conditions, or operational circumstances.

Certain requests and luxury experiences may require immediate approvals, advance payments, deposits, documentation, or confirmations within strict timelines. Indulge cannot guarantee inventory, pricing, or availability in cases of delayed responses.

Repeated last-minute cancellations, reservation no-shows, non-payments, ghosting, or misuse of concierge efforts may result in cancellation fees, deprioritization of requests, or suspension of services.

Indulge operates on a best-effort basis and cannot guarantee outcomes, upgrades, confirmations, reservations, or specific vendor performance.

12. Third-Party Liability Disclaimer

Indulge Global acts solely as a facilitator/intermediary between members and third-party vendors/service providers.

Indulge does not own, operate, control, or directly provide third-party services, products, experiences, reservations, travel inventory, or hospitality offerings.

Indulge shall not be liable for any delays, cancellations, injuries, deficiencies, losses, damages, dissatisfaction, accidents, misconduct, or failures caused by third-party vendors, airlines, venues, hotels, logistics providers, or suppliers.

All third-party services are provided on an “as-is” and “as-available” basis.

13. Communication & Digital Channels

Indulge Global may communicate with members through WhatsApp, phone calls, emails, SMS, app notifications, CRM systems, or other digital communication channels.

Members acknowledge and consent to receiving operational updates, offers, experiences, reminders, marketing communication, event invitations, and concierge-related information through these channels.

Communication channels, member groups, curated communities, and private networks created by Indulge are confidential in nature. Members may not copy, misuse, distribute, or externally share any information, contacts, conversations, or member details.

14. Technology, Data & AI Systems

Indulge Global may use AI systems, automation tools, CRM software, operational dashboards, analytics tools, communication middleware, and technology platforms to improve personalization, efficiency, and service delivery.

Members consent to the reasonable operational use of their data for concierge fulfillment, personalization, relationship management, service optimization, and internal operational purposes.

Indulge shall take commercially reasonable steps to maintain data confidentiality and security.

15. Media, Branding & Content Usage

Indulge Global may use photographs, videos, testimonials, event coverage, gifting visuals, or experience-related content for editorial, archival, internal, social media, PR, branding, or marketing purposes unless explicitly declined in writing by the member.

Members shall not publicly misrepresent, defame, damage, or misuse the Indulge brand, team, platform, systems, or member community.

16. Force Majeure

Indulge Global shall not be held liable for delays, disruptions, cancellations, losses, or inability to fulfill requests caused by circumstances beyond reasonable control, including but not limited to:

- Weather conditions
- Pandemics
- Political unrest
- Government restrictions
- Airline/vendor disruptions
- Technical outages
- Supply chain failures
- Natural disasters
- Strikes or labor disruptions

17. Confidentiality

All member information, vendor relationships, pricing structures, sourcing methods, operational systems, and communication shared through Indulge Global shall remain confidential.

Confidentiality obligations shall survive termination, suspension, or expiry of membership.

18. Limitation of Liability

This Section applies in addition to, and without prejudice to, the limitations and exclusions set out in Section 6 (Limitation of Liability). Where both Sections apply, they are to be read together and operate cumulatively in Indulge Global's favour, such that Indulge Global has the benefit of both the exclusions in Section 6 and the monetary cap in this Section. To the extent any liability survives the exclusions in Section 6, the following cap applies.

Indulge Global's total liability, under any circumstance, shall be limited only to the amount paid directly to Indulge for the specific service in question.

Indulge shall not be liable for indirect, incidental, consequential, reputational, emotional, business, or financial losses arising from concierge services, vendor actions, delays, or operational disruptions.

Nothing in this Section or in Section 6 limits or excludes any liability that cannot be limited or excluded under applicable law, including liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

19. Policy Modifications

Indulge Global reserves the right to modify, update, revise, remove, or introduce policies, benefits, structures, pricing, partnerships, and operational frameworks at any time at its sole discretion.

20. Governing Law & Jurisdiction

Any disputes arising out of membership or services shall fall under the jurisdiction of Goa, India, and shall be governed in accordance with Indian law.

Communications

You agree that Indulge Global—including Indulge Global's service providers and any other party calling on our behalf—may communicate with you by mail, telephone, email, fax, text message or other means allowed by law regarding your Account or your relationship with Indulge Global.

You agree that Indulge Global—including Indulge Global's service providers and any other party calling on our behalf—may call or text you, including using an artificial or prerecorded voice or automated telephone dialing system or similar device, at the telephone number(s) that you provide or have provided to us, our service providers, or any other party calling on our behalf. For text messaging, we may send recurring text messages from numbers and/or short codes used by Indulge Global, its service providers, or other parties calling on Indulge Global's behalf. Message and data rates may apply and you may reply STOP to stop. To learn more about Indulge Global's privacy and chat messaging practices, visit <https://indulge.global>. You understand and agree that all such communications may relate to, without limitation, the handling, servicing, and billing for any account you have with Indulge Global. You agree that we, our service providers, and any other party calling on our behalf may monitor or record any conversation or other communication with you.

21. Miscellaneous Terms

These Terms are the entire and exclusive agreement between Indulge Global and you regarding the Services (excluding any services for which you have a separate agreement with Indulge Global that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between Indulge Global and you regarding the Services.

You acknowledge that you have not, in agreeing to these Terms, relied on any representation, warranty or undertaking not expressly incorporated in them. The failure of, or delay by, Indulge Global to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If any provision of these Terms is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

The Services are licensed personally to you and you may not assign, license, sub-license or transfer any right or obligation of these Terms to any third party without our prior written consent. We may transfer any of our rights or obligations under these Terms to any third party but if we do

so we will ensure that any company to whom we transfer our rights or obligations will continue to honor your rights under them.

Nothing in these Terms shall be deemed to constitute a partnership between the parties nor constitute either party the agent or employee of the other for any purpose.

You acknowledge that by providing your mobile number you consent to receive autodialed and prerecorded/artificial calls, including text messages, relating to the handling and servicing of your membership or potential membership with Indulge Global.

If you have any questions about these Terms or the Services, please contact us using our Contact page or at info@indulge.global.

We may revise these Terms from time to time. The most current version will be available via our Website and the App. We will also notify you of any material changes to these Terms via an email to the email associated with your account. By continuing to access the Services after any such revisions become effective, you agree to be bound by the revised Terms.