

## APPLICABILITY

This User Agreement along with Terms Of Service (collectively, the "User Agreement") forms the terms and conditions for the use of services and products of Travelone India Private Limited ("TRAVELONE").

Any person ("User") who inquires about or purchases any products or services of TRAVELONE through its websites, mobile applications, sales persons, offices, call centers, branch offices, franchisees, agents etc. (all the aforesaid platforms collectively referred to as "Sales Channels") agree to be governed by this User Agreement. The websites and the mobile applications of TRAVELONE are collectively referred to as 'Website'.

Both User and TRAVELONE are individually referred to as 'Party' and collectively referred to as 'Parties' to the User Agreement.

"Terms of Service" available on TRAVELONE's website details out terms & conditions applicable on various services or products facilitated by TRAVELONE. The User should refer to the relevant Terms of Service applicable for the given product or service as booked by the User. Such Terms of Service are binding on the User.

## ELIGIBILITY TO USE

The User must be atleast 18 years of age and must possess the legal authority to enter into an agreement so as become a User and use the services of TRAVELONE. If you are a minor or are below the age of 18 years, you shall not register as a User of the Website and shall not transact on or use the Website.

As a minor if you wish to use or transact on the Website, such use or transaction shall only be made by a person of legal contracting age (legal guardian or parents). We reserve the right to terminate your membership and/or block access to the Website if it is discovered that you are a minor or incompetent to contract according to the law or any information pertaining to your age entered at the time of creation of account is false.

Before using the Website, approaching any Sales Channels or procuring the services of TRAVELONE, the Users shall compulsorily read and understand this User Agreement, and shall be deemed to have accepted this User Agreement as a binding document that governs User's dealings and transactions with TRAVELONE. If the User does not agree with any part of this Agreement, then the User must not avail TRAVELONE's services and must not access or approach the Sales Channels of TRAVELONE.

All rights and liabilities of the User and TRAVELONE with respect to any services or product facilitated by TRAVELONE shall be restricted to the scope of this User Agreement.

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## CONTENT

All content provided through various Sales Channels, including but not limited to audio, images, software, text, icons and such similar content ("Content"), are registered by TRAVELONE and protected under applicable intellectual property laws. User cannot use this Content for any other purpose, except as specified herein.

User agrees to follow all instructions provided by TRAVELONE which will prescribe the way such User may use the Content.

There are a number of proprietary logos, service marks and trademarks displayed on the Website and through other Sales Channels of TRAVELONE, as may be applicable. TRAVELONE does not grant the User a license, right or authority to utilize such proprietary logos, service marks, or trademarks in any manner. Any unauthorized use of the Content, will be in violation of the applicable law.

TRAVELONE respects the intellectual property rights of others. If you notice any act of infringement on the Website, you are requested to send us a written notice/ intimation which must include the following information;

- Clear identification of such copyrighted work that you claim has been infringed;
- Location of the material on the Website, including but not limited to the link of the infringing material;
- The proof that the alleged copyrighted work is owned by you;
- Contact information;

3.5. The aforesaid notices can be sent to TRAVELONE by email at [IPR@go-Travelone.com](mailto:IPR@go-Travelone.com).

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## WEBSITE

The Website is meant to be used by bonafide User(s) for a lawful use.

User shall not distribute exchange, modify, sell or transmit anything from the Website, including but not limited to any text, images, audio and video, for any business, commercial or public purpose.

The User Agreement grants a limited, non-exclusive, non-transferable right to use this Website as expressly permitted in this User Agreement. The User agrees not to interrupt or attempt to interrupt the operation of the Website in any manner whatsoever.

Access to certain features of the Website may only be available to registered User(s). The process of registration, may require the User to answer certain questions or provide certain information that may or may not be personal in nature. Some such fields may be mandatory or optional. User represents and warrants that all information supplied to TRAVELONE is true and accurate.

TRAVELONE reserves the right, in its sole discretion, to terminate the access to the Website and the services offered on the same or any portion thereof at any time, without notice, for general maintenance or any other reason whatsoever.

TRAVELONE will always make its best endeavors to ensure that the content on its websites or other sales channels are free of any virus or such other malwares. However, any data or information downloaded or otherwise obtained through the use of the Website or any other Sales Channel is done entirely at the User's own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that may result from the download of such data or information.

TRAVELONE reserves the right to periodically make improvements or changes in its Website at any time without any prior notice to the User. User(s) are requested to report any content on the Website which is deemed to be unlawful, objectionable, libelous, defamatory, obscene, harassing, invasive to privacy, abusive, fraudulent, against any religious beliefs, spam, or is violative of any applicable law to [feedback@go-Travelone.com](mailto:feedback@go-Travelone.com). On receiving such report, TRAVELONE reserves the right to investigate and/or take such action as the Company may deem appropriate.

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## BOOKINGS BY TRAVEL AGENTS

Except with the prior registration with TRAVELONE as B2B agents, priority partner or a franchisee, and explicit permission of TRAVELONE to use the Website, all travel agents, tour operators, consolidators or aggregators ("Travel Agents") are barred from using this Website for any commercial or resale purpose. If any such bookings are detected, TRAVELONE reserves the right, including without limitation, to cancel all such bookings immediately without any notice to such travel agents and also to withhold payments or any refunds thereto. TRAVELONE shall not be held liable for any 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 discounts and offers mentioned on the Website are applicable only to the User(s) of TRAVELONE for legitimate bookings.

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## LIMITED LIABILITY OF TRAVELONE

Unless TRAVELONE explicitly acts as a reseller in certain scenarios, TRAVELONE always acts as a facilitator by connecting the User with the respective service providers like airlines, hotels, restaurants, bus operators etc. (collectively referred to as "Service Providers"). TRAVELONE's liability is limited to providing the User with a confirmed booking as selected by the User.

Any issues or concerns faced by the User at the time of availing any such services shall be the sole responsibility of the Service Provider. TRAVELONE will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence on part of any Service Provider.

Unless explicitly committed by TRAVELONE as a part of any product or service:

- TRAVELONE assumes no liability for the standard of services as provided by the respective Service Providers.
- TRAVELONE provides no guarantee with regard to their quality or fitness as represented.
- TRAVELONE doesn't guarantee the availability of any services as listed by a Service Provider.

By making a booking, User understands TRAVELONE merely provides a technology platform for booking of services and products and the ultimate liability rests on the respective Service Provider and not TRAVELONE. Thus the ultimate contract of service is between User and Service Provider.

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## USER'S RESPONSIBILITY

Users are advised to check the description of the services and products carefully before making a booking. User(s) agree to be bound by all the conditions as contained in booking confirmation or as laid out in the confirmed booking voucher. These conditions are also to be read in consonance with the User Agreement.

If a User intends to make a booking on behalf of another person, it shall be the responsibility of the User to inform such person about the terms of this Agreement, including all rules and restrictions applicable thereto.

The User undertakes to abide by all procedures and guidelines, as modified from time to time, in connection with the use of the services available through TRAVELONE. The User further undertakes to comply with all applicable laws, regulations, orders, directions etc. issued by either the Central Government, State Government, District Authorities or any other statutory body empowered to do so w.r.t use of services or for each transaction.

The services are provided on an "as is" and "as available" basis. TRAVELONE may change the features or functionality of the services being provided at any time, in its sole discretion, without any prior notice. TRAVELONE expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, reasonably fit for all purposes. No advice or information, whether oral or written, which the User obtains from TRAVELONE or through the services opted shall create any warranty not expressly made herein or in the terms and conditions of the services.

User also authorizes TRAVELONE's representative to contact such user over phone, message and email. This consent shall supersede any preferences set by such User through national customer preference register (NCPR) or any other similar preferences.

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## SECURITY AND ACCOUNT RELATED INFORMATION

While registering on the Website, the User will have to choose a password to access that User's account and User shall be solely responsible for maintaining the confidentiality of both the password and the account as well as for all activities on the account. It is the duty of the User to notify TRAVELONE immediately in writing of any unauthorized use of their password or account or any other breach of security. TRAVELONE will not be liable for any loss that may be incurred by the User as a result of unauthorized use of the password or account, either with or without the User's knowledge. The User shall not use anyone else's account at any time.

User understands that any information that is provided to this Website may be read or intercepted by others due to any breach of security at the User's end.

TRAVELONE keeps all the data in relation to credit card, debit card, bank information etc. secured and in an encrypted form in compliance with the applicable laws and regulations. However, for cases of fraud detection, offering bookings on credit (finance) etc., TRAVELONE may at times verify certain information of its Users like their credit score, as and when required.

TRAVELONE adopts the best industry standard to secure the information as provided by the User. However, TRAVELONE cannot guarantee that there will never be any security breach of its systems which may have an impact on User's information too.

The data of the User as available with TRAVELONE may be shared with concerned law enforcement agencies for any lawful or investigation purpose without the consent of the User.

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## FEES AND PAYMENT

In addition to the cost of booking as charged by the Service Providers, TRAVELONE reserves the right to charge certain fees in the nature of convenience fees or service fees. TRAVELONE 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, TRAVELONE shall reserve the right to deduct, charge or claim the balance amount from the User and the User shall pay such balance amount to TRAVELONE. In cases where the short charge is claimed prior to the utilization of the booking, TRAVELONE 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 TRAVELONE 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, TRAVELONE will process the refund of the booking amount paid by the User and intimate the User about the same. TRAVELONE 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 TRAVELONE as the case may be.

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

The User agrees and understands that all payments shall only be made to bank accounts of TRAVELONE. TRAVELONE 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 TRAVELONE. The User agrees that if that user transfers any amount against any booking or transaction to any bank account that is not legitimately held by TRAVELONE or to any personal account of any person, TRAVELONE shall not be held liable for the same. User shall not hold any right to recover from TRAVELONE 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 TRAVELONE. The User shall immediately inform TRAVELONE if such details are demanded by any of its agents' employees or representatives. TRAVELONE shall not be liable for any loss that the User incurs for sharing the aforesaid details.

Refunds, if any, on cancelled 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.

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

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#### USAGE OF THE MOBILE NUMBER, COMMUNICATION DETAILS OF THE USER BY TRAVELONE

TRAVELONE 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.

TRAVELONE 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 by TRAVELONE are:

- upon the request and authorization of the User;
- 'transactional' and not an 'unsolicited commercial communication' as per the guidelines of Telecom Regulation Authority of India (TRAI), and
- in compliance with the relevant guidelines of TRAI or such other authority in India and abroad.

The User will indemnify TRAVELONE against all types of losses and damages incurred by TRAVELONE due to any action taken by TRAI, Access Providers (as per TRAI regulations) or any other authority due to any erroneous complaint raised by the User on TRAVELONE 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 TRAVELONE in any specific service or deliverable, obtaining sufficient insurance coverage is the obligation of the User. In no case TRAVELONE shall accept any claims arising out of such scenarios.

Insurance, if any provided as a part of the service or product by TRAVELONE shall be as per the terms and conditions of the third-party insurance company. TRAVELONE 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. TRAVELONE shall not be held liable in case of partial acceptance or denial of the claims by the insurance company.

## COMPLIANCE OF LIBERALIZED REMITTANCE SCHEME (LRS)

The RBI mandates collection of PAN details for all transactions made under Liberalized Remittance Scheme (LRS) which include any international booking made on the Website or through Sales Channels. The User warrants and confirms that PAN details of the User/traveler will be shared by the User on or before the cut-off date prescribed by TRAVELONE either at the time of booking or after the booking is made. In case the traveler is a minor, TRAVELONE will require PAN details of the parent/guardian of such minor. The User further confirms that non-compliance of this requirement may result in cancellation of the booking.

The User warrants and confirms that the total amount of foreign exchange purchased or remitted during the current financial year, through all sources in India (including the current transaction) falls within the permissible limit prescribed by the RBI. The User further confirms that foreign exchange, if any, purchased by User for the purpose of international travel under the current booking will be utilized for the purpose indicated above.

The User authorizes TRAVELONE to share User/traveler data with third party(ies) for collecting or verifying PAN details of User/traveler.

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## OBLIGATION TO OBTAIN VISA

International bookings made through TRAVELONE 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.

TRAVELONE 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 TRAVELONE for the visa process too. Refund, if any, will be as per the applicable terms of booking and cancellation policy.

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## FORCE MAJEURE

There can be exceptional circumstances where TRAVELONE and / or the Service Providers may be unable to honor the confirmed bookings due to various reasons like act of God, labor unrest, insolvency, a pandemic, an epidemic, business exigencies, government decisions, terrorist activity, any operational and technical issues, route and flight cancellations etc. or any other reason beyond the control of TRAVELONE. If TRAVELONE has advance knowledge of any such situations where dishonor of bookings may happen, it will make its best efforts to provide similar alternative to the User or refund the booking amount after deducting applicable service charges, if supported and refunded by that respective service operators. The User agrees that TRAVELONE being merely a facilitator of the services and products booked, cannot be held responsible for any such Force

Majeure circumstance. The User has to contact the Service Provider directly for any further resolutions and refunds.

The User agrees that 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, TRAVELONE's obligation shall be limited refunding the booking amount, if any, received from the customer. Such refund shall completely discharge TRAVELONE from all liabilities with respect to that transaction. Additional liabilities, if any, shall be borne by the User.

In no event shall TRAVELONE and be liable for any direct, indirect, punitive, incidental, special or consequential damages, and any other damages like damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Website or any other Sales Channel.

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#### ADVERTISERS ON TRAVELONE, AND LINKED WEBSITES

The Website may contain links to third party websites. TRAVELONE does not control such websites and is not responsible for its contents. If a User accesses any third-party website, the same shall be done entirely at the User's risk and TRAVELONE shall assume no liability for the same.

TRAVELONE is not responsible for any errors, omissions or representations on any of its pages, links or any linked website pages to the extent such information is updated or provided directly by the Service Providers or the advertisers.

TRAVELONE does not endorse any advertisers on its Website, or any linked sites in any manner. The Users are requested to verify the accuracy of all information provided on the third-party web pages.

The linked sites are not under the control of TRAVELONE and hence TRAVELONE is not responsible for the contents of any linked site(s) or any further links on such site(s), or any changes or updates to such sites. TRAVELONE is providing these links to the Users only as a convenience.

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#### RIGHT TO REFUSE

##### **RIGHT TO REFUSAL BY TRAVELONE:**

TRAVELONE at its sole discretion reserves the right to not accept any booking without assigning any reason thereof.

TRAVELONE will not provide any service or share confirmed booking details till such time the complete consideration is received from the User.

In addition to other remedies and recourse available to TRAVELONE under this User Agreement or under applicable law, TRAVELONE may limit the User's activity, warn other users of the User's actions, immediately suspend or terminate the User's registration, or refuse to provide the User with access to the Website if:

- The User is in breach of this User Agreement; or
- TRAVELONE is unable to verify or authenticate any information provided by the User; or
- TRAVELONE believes that the User's actions may infringe on any third-party rights or breach any applicable law or otherwise result in any liability for the User, other users of TRAVELONE, or TRAVELONE itself.

Once a User has been suspended or terminated, such User shall not register or attempt to register with TRAVELONE with different credentials, or use the Website in any manner whatsoever until such User is reinstated by TRAVELONE. TRAVELONE may at any time in its sole discretion reinstate suspended users.

If a User breaches this User Agreement, TRAVELONE reserves the right to recover any amounts due to be paid by the User to TRAVELONE, and to take appropriate legal action as it deems necessary.

The User shall not write or send any content to TRAVELONE which is, or communicate with TRAVELONE using language or content which is:

- abusive, threatening, offensive, defamatory, coercive, obscene, belligerent, glorifying violence, vulgar, sexually explicit, pornographic, illicit or otherwise objectionable;
- contrary to any applicable law;
- violates third parties' intellectual property rights;
- a spam; or
- in breach of any other part of these terms and conditions of use.

If the User violates any of the aforesaid terms, TRAVELONE shall be at liberty to take appropriate legal action against the User.

#### **RIGHT TO REFUSAL BY END SERVICE PROVIDER:**

User agrees that that the end service provider may refuse to provide the service(s), agreed to be provided to the User, for any booking made through TRAVELONE with/without assigning any reasons or owing to reasons including but not limited to behavioural issues, public safety, health hazards, infectious diseases, government orders/notification etc. In such scenarios of refusal, the liability that may ensue shall solely vest with the end service provider as it is outside the purview of TRAVELONE and the User agrees that any claim, refund or damages against such refusal shall lie solely against the end service provider and not TRAVELONE.

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#### **RIGHT TO CANCEL**

The User expressly undertakes to provide TRAVELONE with correct and valid information while making use of the Website under this User Agreement, and not to make any misrepresentation of facts. Any default on part of the User would disentitle the User from availing the services from TRAVELONE.

In case TRAVELONE discovers or has reasons to believe at any time during or after receiving a request for services from the User that the request for services is either unauthorized or the information provided by the User or any of the travelers is not correct or that any fact has been misrepresented by that User, TRAVELONE shall be entitled to appropriate legal remedies against the User, including cancellation of the bookings, without any prior intimation to the User. In such an event, TRAVELONE shall not be responsible or liable for any loss or damage that may be caused to the User or any other person in the booking, as a consequence of such cancellation of booking or services.

If any judicial, quasi-judicial, investigation agency, government authority approaches TRAVELONE to cancel any booking, TRAVELONE will cancel the same without approaching the concerned User whose booking has been cancelled.

The User shall not hold TRAVELONE responsible for any loss or damage arising out of measures taken by TRAVELONE for safeguarding its own interest and that of its genuine customers. This would also include TRAVELONE denying or cancelling any bookings on account of suspected fraud transactions.

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#### **FAKE CALLS AND OTHER SIMILAR PHISHING, SPAMMING OR FRAUDULENT ACTIVITIES**

TRAVELONE'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 or information.

If you are ever asked for any of the aforesaid information, please report it immediately on [riskcontrol@go-Travelone.com](mailto:riskcontrol@go-Travelone.com).

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## INDEMNIFICATION

The User agrees to indemnify, defend and hold harmless TRAVELONE, its affiliates and their respective officers, directors, lawful successors and assigns from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by such indemnified persons, that arise out of, result from, or may be payable by virtue of, any breach of any representation or warranty provided by the User, or non-performance of any covenant by the User.

The User shall be solely liable for any breach of any country specific rules and regulations or general code of conduct and TRAVELONE cannot be held responsible for the same.

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## COVID-19 RELATED TERMS & CONDITIONS:

User agrees that due to recent outbreak of COVID-19 pandemic, which has been declared as a national disaster by the Government of India, there may be instances, where the end service provider either cancels the booking or refuses to provide the services, as agreed with the User, by assigning or not assigning any specific reason for such refusal. Refusal of service may be due to the reasons including but not limited to the User:

- exhibiting any symptoms associated with COVID 19.
- refusing to comply with safety advisories, like wearing protective gear, complying with social distancing norms etc.
- suffering of any ailment making the User vulnerable to the virus
- posing a threat to the health and safety of others

In such cases TRAVELONE will assume no liability for the refusal of service by the end service provider. The User also agrees that refund, if any, for such bookings will be processed by TRAVELONE to the User subject to receipt of the same from the end service provider.

User further understands that due to the outbreak of COVID-19, the Central Government through its ministries, State Governments and statutory bodies have/may come up with detailed set of guidelines or standard operating procedure (SOP) that a traveler will have to follow in order to undertake the travel.

The User agrees to abide with all such guidelines/SOP while undertaking any travel. Failure to abide by such detailed set of guidelines/SOP, may lead to a situation where the service provider or any person authorized by the Central Government, State Government or statutory body may disallow the User to undertake the travel. In such circumstances, TRAVELONE will not be held liable for such refusal to travel and refund, if any, shall be strictly as per the terms of the service provider.

User understands that the Central Government, State Governments and various other bodies, may mandate downloading of Arogya Setu App or submitting a self- declaration form prior to entering a transit point like airport, railway station etc. or at the time of checking-in for a flight, into a hotel

etc. Accordingly, the User must ensure downloading of Arogya Setu App on their smartphones or provide any other alternate such as self-declaration when demanded.

User undertakes that all bookings are subject to certain minimum medical wellbeing criteria specified by the Govt. / appropriate authority from time to time. User should have no medical history of the COVID-19 virus 28 days before the date of scheduled travel, especially in case of inbound travel. In this regard the User may be required to furnish a medical proof or health declaration in a applicable format.