

1. Binding Agreement

Travelone India Private Limited, a company incorporated and validly existing under the laws of India ("**Travelone**") owns and operates <https://in.Travelone.com/> which offers various online travel and hospitality ticketing related services. Travelone also operates <https://www.Traveloneworld.in/>, a business-to-business website ("**Website**") through which it provides ticketing agencies, travel agents, tour operators, and such other persons (referred to individually as the "**Agent**" and collectively as "**Agents**") with an online platform to offer ticketing services to consumers ("**Services**"). Each Agent may utilize the Services, as per the terms contained hereunder, by using the Website or otherwise through an application programming interface ("**API**" or "**API Link**") built into such Agent's website.

The use of the Website, the API Links and the Services is conditional upon the Agent's acceptance and compliance with the terms of use contained herein and the privacy policy located at *Page* (the terms of use and the privacy policy are collectively referred to as the "**Agreement**") and any other notices that may be made available by Travelone on the Website or on <https://in.Travelone.com/>. By using the Website and registering as an Agent, the concerned Agent hereby agrees that he/she/it has read the Agreement, understood the terms contained herein and agrees to be bound by such terms while utilizing the Services.

If the Agent is an individual, then such Agent must be 18 (eighteen) years of age or older to register, or visit the Website or use the Services in any manner. By registering, visiting the Website or using the Services, the Agent hereby represents and warrants to Travelone that he/she is 18 (eighteen) years of age or older, and that he/she has the right, authority and capacity to use the Services and agrees to abide by this Agreement. If the Agent is using the Services on behalf of another organization or entity ("**Organization**"), then such Agent hereby agrees to be bound by the Agreement on behalf of that Organization and the Agent hereby represents and warrants that he/she has the authority to bind the Organization to this Agreement. In that case, the "**Agent**" under this Agreement refers to the concerned Organization.

The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but not limited to:

the Indian Contract Act, 1872;

the Information Technology Act, 2000;

the rules, regulations, guidelines and clarifications framed thereunder, including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 ("**SPI Rules**"); and

Information Technology (Intermediaries Guidelines) Rules, 2011 (the "**IG Rules**").

All rights and liabilities of Travelone with respect to any Services to be provided by Travelone shall be restricted to the scope of the Agreement. In addition to the Agreement, the Agent shall also ensure compliance with the terms and conditions of the third parties, whose links are contained/embedded in the Services, with whom the Agent chooses to transact with. It is hereby clarified that Travelone shall not be held liable for any transaction between Agent and any such third party.

2. Eligibility

Registration as an Agent will be provided to Agents who request to be registered as an Agent through the Website after paying any applicable fee. Only Agents, equipped with adequate infrastructure, expertise, and the necessary licenses required by applicable law, shall be permitted to register and operate as an Agent. Travelone reserves the right to grant registration or otherwise cancel registration granted to an Agent at its sole discretion.

3. Travelone's Obligations

Travelone shall maintain a unique ID referred to as "**FRAG/Fran ID/Frag Account**" system for all Agents ("**Unique Identification Code**"). Travelone shall provide a login and password to the Agent (linked to the Unique Identification Code), upon the completion of the registration process and upon the payment of applicable fee by the Agent, conferring upon such Agent a limited and non-transferrable right to use the Services. Travelone shall not provide any payment gateway facilities to the Agent, and the Agent shall collect payments directly from its own customers. .

Travelone undertakes not to disclose or divulge the Agent's personal information to any third party with out obtaining the prior consent of such Agent.

Travelone shall employ all reasonable endeavours to check the accuracy of the information published on the Website.

4. Agent's Obligations

1.

This Agreement confers upon the Agent a limited, non-transferable right to use the Services as per the terms and conditions contained herein. The Agent shall utilize the Services to make legitimate reservations or purchases for its customers and shall not use the Services for any other purpose, including without limitation, to make any speculative, false or fraudulent reservation or any bulk reservation in anticipation of augmented demand.

2.

The Agent undertakes to use the Services only for ticketing purposes and shall indemnify Travelone against any and all losses that Travelone may suffer as a result of the Agent's improper usage of the Services. The Agent shall not use the Services for any purpose that is unlawful or prohibited by applicable law.

3.

The Agent acknowledges that Travelone shall not be a party to or be liable in any manner, in respect of the Services or for any transactions between the Agent and the end consumer.

4.

The Agent agrees that the Website and the content provided on the Website, including the text, graphics, button icons, audio and video clips, digital downloads, data compilations and software ("**Travelone Content**"), may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed without the prior written permission of Travelone.

5.

The Agent shall be solely responsible for maintaining the confidentiality of its password, Unique Identification Codes and all other account information. The Agent shall not, without obtaining the prior approval of Travelone, divulge, disseminate, sublicense, transfer, sell or assign its passwords, Unique Identifications Code, and other account information to any third party. Any attempt to do so shall be considered a material breach of this Agreement.

6.

The Agent shall be solely responsible for all usage or activity on their account including, but not limited to, use of the account by any person who is authorized to use the Agent's password and account information. If the Agent has reason to believe that their account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of its password and account information), the Agent must promptly change the affected password and account information and notify Travelone of the same. It is, however, clarified that the Agent shall be fully liable for all use of their account, including any unauthorized use of its Unique Identification Code or account information by any third party.

7.

The Agent shall issue tickets and make reservations, using the Services, at the prevailing prices published by Travelone on the Website or <https://in.Travelone.com/>.

8.

The Agent shall provide Travelone with accurate information for all passengers travelling against each booking/reservation made by the Agent. Travelone shall not be responsible in any manner for any loss or inconvenience caused, if the Agent fails to provide any requisite information or provides any inaccurate information about his/its customers.

9.

The Website may contain links to other websites ("**Linked Sites**"). The Linked Sites are not under the control of Travelone and Travelone is not responsible for the contents of any Linked Site, including without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. Travelone is not responsible for any form of transmission, whatsoever, received from any Linked Site. Travelone is

providing these links to the Agent only as a convenience, and the inclusion of any link does not imply endorsement by Travelone of the site or any association with its operators or owners, including the legal heirs or assigns thereof.

10.

The Agent shall be responsible for dispatch/delivery of the tickets, vouchers, passenger name record (PNR) etc. (wherever applicable) directly to his/its customers accompanied with the required delivery challans and

all other relevant documents as required under the applicable statutory and governmental regulations.
11.

The Agent shall at all times be in compliance with applicable law while utilizing the Services. In the event the Agent is booking tickets or making reservations through <https://in.Travelone.com/> then the terms of use located in Here shall become applicable to the Agent in addition to the terms contained in the Agreement.

5. Other Covenants

As mandated by Regulation 3(2) of the IG Rules, Travelone hereby informs the Agent that that the Agent shall not be permitted to host, display, upload, modify, publish, transmit, update or share any information that:

belongs to another person and to which the Agent does not have any right;

is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;

harms minor in anyway;

infringes any patent, trademark, copyright or other proprietary rights;

violates any law for the time being in force;

deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

impersonates or defames other person;

contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; and

threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states,

public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting to any other nation.

The Agent is also prohibited from:

violating or attempting to violate the integrity or security of the Website or any Travelone Content;

transmitting any information on or through the Website that is disruptive or competitive to the provision of Services by Travelone;

intentionally submitting on the Website any incomplete, false or inaccurate information;

making any unsolicited communications to other users of the Services;

using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;

attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;

copying or duplicating in any manner any of the Travelone Content or other information available from the Website; and

framing or hot linking or deep linking any Travelone Content.

Travelone, upon obtaining knowledge by itself or having been brought to actual knowledge by an affected person in writing about any such information as mentioned in Clause 5.2 above, shall be entitled to disable such information that is in contravention of Clause 5.2, Travelone shall be entitled to preserve such information and associated records for production to governmental authorities for investigation purposes.

Travelone may disclose or transfer information provided by the Agent to its affiliates in other countries, and the Agent hereby consents to such transfer. The SPI Rules only permit Travelone to transfer sensitive personal data or information, to any other body corporate or a person in India, or located in any other country, that ensures

the same level of data protection that is adhered to by Travelone as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between Travelone or any person on its behalf and the user or where the Agent has consented to data transfer.

6. Representations & Warranties

The Agent represents and warrants that:

he/it has full power and authority to enter into this Agreement;

he/it is not aware of any charges, actions, suits, proceedings (actual or threatened), which would restrict or prohibit him/it from performing any of his/its obligations under this Agreement; and

he/it operates his/its business in compliance with applicable law and has made all requisite statutory filings with governmental authorities as may be required under applicable law.

Travelone does not provide or make any representation, warranty or guaranty, express or implied about the Website or the Services. Travelone disclaims any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to any person, arising out of or from the use of the Website or the Services.

7. Non-Disclosure

An Agent shall not at any time, without procuring the prior written permission of Travelone disclose or disseminate to any person any confidential information in connection with the business, rates, policies, plans, packages, commission schemes, and such other information of Travelone unless such disclosure is made to employees, representatives or advisers who need to know such information for the purposes of carrying out the Agent's obligations under this Agreement and as may be required by law, court order or any governmental or regulatory authority.

8. Intellectual Property Rights

All the intellectual property used on the Website shall remain the property of Travelone. Except as provided in the Agreement, such intellectual property may not be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means, without the prior express written permission of Travelone.

9. Terms of Payment

The terms of payment between Travelone and the Agent (including commission payable, taxes, rebates, agency registration fee) shall be mutually agreed upon and shall be set forth in a separate agreement between Travelone and the Agent.

10. Use of Services

All bookings, cancellation, refunds, charges etc. of the Services shall be governed by the terms and conditions of the respective third party supplier (such as the airline/hotel/bus operator/supplier including the payment gateway service providers) ("**Suppliers**"). Further, any refund amount to be processed, the period within which such refund is to be made and all related actions shall be as per the terms of the relevant Supplier. Travelone shall not, in anyway, be responsible for processing any refunds.

Any reservation/booking by an Agent is contingent upon Travelone receiving the applicable fees/consideration/fares in its account and unless such monies have been credited into Travelone's account, it shall be under no obligation to issue the relevant tickets, reservation confirmation, PNR or such other confirmations in connection with the reservation/booking.

In the event any reservation using the Services does not get confirmed for any reason whatsoever such as technical faults, downtime, etc., Travelone shall forthwith notify the Agent about the same. However,

Travelone shall not be under any obligation to make another booking in lieu of or to compensate/replace the unconfirmed reservation. All subsequent bookings shall be treated as new transactions without any reference to the earlier unconfirmed reservation.

Prices of the services provided by each Supplier may change during the course of making a booking/reservation using the Services. Such change/variation is solely at the discretion of the Supplier and

Travelone shall not be liable for any such change or variation in the price of products and services offered by such Suppliers.

5.

Travelone may, at any time and without having to serve any prior notice to the Agent, (i) upgrade, update, change, modify, or improve the Services or a part of the Services in a manner it may deem fit, (ii) change any promotion scheme, promotion period, grace period (by whatever name it is called) and (iii) change the contents of the Agreement. It is the Agent's responsibility, in such cases, to review the terms of the Agreement from time to time. Such changes shall be made applicable when they are posted. Travelone may also alter or remove any content from its Website without notice and without liability.

11. Indemnity

The Agent agrees and undertakes to protect, defend, indemnify and hold harmless Travelone, its employees, officers, directors, agents or representatives ("**Indemnified Persons**") from and against any and all liabilities, damages, fines, penalties and costs (including reasonable legal fees and disbursements in connection therewith and interest chargeable thereon) arising from or relating to:

any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, or regulator;

any breach of the terms and conditions in this Agreement by the Agent or its employees, officers, directors, agents, or representatives;

any claim of any infringement of any intellectual property right or any other right of any third party; and

any claim made by any third party/user arising out of the use of the Services and/or arising in connection with services offered by the Agent under this Agreement.

The Agent also agrees to indemnify, defend and hold harmless the Indemnified Persons from and against any and all losses, liabilities, claims, damages, costs and expenses asserted against or incurred by the Indemnified Persons that arise out of, result from, or may be payable by virtue of, any breach or nonperformance of any representation, warranty, covenant or agreement made or obligation to be performed by the Agent pursuant to this Agreement.

12. Liability

The Agent hereby acknowledges and agrees that Travelone provides intermediary services and is not, and shall not be deemed to be a Supplier, and therefore may not be held responsible in any way for any lack or deficiency of services provided by the Suppliers. Therefore, Travelone is not liable for any errors, omissions, representations, warranties, breaches or negligence of any of the Suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom.

Travelone does not own or operate airlines and other suppliers and cannot therefore control or prevent changes in the published descriptions.

The Agent assumes all responsibility and all risks associated with the use of the Website and the Services. Travelone disclaims any liability for any direct or indirect loss resulting from the use of the Services.

Travelone shall have no liability in the event of any delay, cancellation, overbooking, strike, force majeure events or other causes beyond its direct control, and shall have no responsibility for any additional expenses incurred by the Agent in connection with the same.

Travelone shall not be liable to the Agent, or any other party claiming for the Agent, by virtue of termination of this Agreement for any reason whatsoever, for any claim for loss of profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the Agent or any other party in connection with their business made in reliance upon or by virtue of this Agreement.

Travelone shall not be liable for any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the inability to use or performance of the Websites, or the Services.

Although Travelone makes every effort to ensure that the description and content on each page of the Website is correct, it does not, however, take responsibility for any changes occurred due to human, data entry error or for any loss or damages suffered by any person due to any information contained herein.

Travelone shall not be responsible to provide any updates on schedules, availability, cancellations, and modifications to the services provided by the Suppliers.

The maximum liability of Travelone, in respect of any Services provided, shall be limited up to a maximum of INR 1,000 (Indian Rupees One Thousand only).

13. Term and Termination

The Agent agrees, during the term and after the termination date, that in case of non-payment on due dates (as may be mutually agreed upon), Travelone reserves the right to suspend the Services until all dues have been paid in full by the Agent.

This Agreement shall become effective on and from the date of the Agent completing the registration process and being allotted a Unique Identification Code, and shall continue to be in operation unless otherwise terminated by either party in accordance with the provisions of the Agreement.

The Agent may terminate this Agreement by providing 30 days' notice to Travelone.

Travelone may terminate the Agreement and/or discontinue the provision of any Services at any time for any reason, including any improper use of the Website or the Agent's failure to comply with the terms and conditions of this Agreement. Such termination shall not prejudice any right of relief to which Travelone may be entitled to, at law or in equity.

With immediate effect from the date of termination, the Agent shall cease to use the Services and shall immediately deliver to Travelone, in accordance with the directions of Travelone, all documents and other property (including, without limitation, financial and statutory records) belonging to Travelone (insofar as such property and information was obtained in pursuance of the performance of services under this Agreement).

Clauses 6 (Representations and Warranty), 7 (Non-Disclosure), 8 (Intellectual Property Rights), 11 (Indemnity), 12 (Liability) and 13.5 and 13.6 (Term and Termination), and 14 (Miscellaneous) shall survive the termination of the Agreement.

14. Relationship of Parties

Travelone and the Agent specifically acknowledge that they are entering into this Agreement as independent contractors and this Agreement is a principal to principal contract. The parties agree that, notwithstanding anything contained in this Agreement, this Agreement does not and shall not at any point in time create any partnership, joint venture, employment, agency, franchise, sales representative or any vicarious and absolute liability relationship between the Parties. It is clarified between the Parties that neither of the Parties shall be liable for any action or omission of the other in any manner.

Further, nothing contained in this Agreement nor any of its terms or conditions shall be deemed to:

impose a liability on Travelone for any acts or omissions of the Agents;

allow the Agent to enter into any contract or agreement with a third party which purports to obligate or bind Travelone;

allow an Agent to claim, represent or hold itself out, to be an agent or representative of Travelone or make or attempt to make any other commitments on behalf of Travelone; and/or

give the Agent the power to direct and control the activities of Travelone.

15. Miscellaneous Provisions

Visa Requirements

Travel bookings done using the Services are subject to the applicable visa requirements to be procured by the end customer/Agent. Travelone shall not be responsible for obtaining, verifying or processing any visa

related requirements. Travelone shall not be responsible for any issues, including inability to travel, arising out of such visa requirements and shall not be liable to refund untraveled bookings due to any such reason.

Assignment

The Agent shall not assign or transfer all or any of his/its rights or obligations under this Agreement without the prior written consent of Travelone.

Force Majeure

Neither party to this Agreement shall be liable for failure to perform any of its obligations hereunder during any period in which such performance is delayed by a *force majeure*. Neither party to this Agreement shall be liable for failure to perform any of its obligations hereunder during any period in which such performance is delayed by a force majeure event including but not limited to fire, flood, war, riot, embargo, organized labour stoppage, earthquake, hurricane, acts of civil or military authorities, acts of terrorism, acts of god etc. beyond the reasonable control of the parties, provided that the party whose performance is affected by the event of force majeure gives notice in writing to the other party of such event and provided further that the party whose performance is so affected did not act in a reckless manner or did not willfully misconduct itself.

Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to be in full force and effect.

Governing Law

This Agreement and any contractual obligation between Travelone and the Agent will be governed by the laws of India, subject to the exclusive jurisdiction of courts at Bengaluru, Karnataka.

Dispute Resolution

All disputes will be subject to arbitration at Bengaluru in English by a single arbitrator appointed by Travelone under the Arbitration and Conciliation Act, 1996.

Binding Nature, Benefit

This Agreement shall insure to the benefit of and be binding upon the Agent and the Company and their respective successors and permitted assignees.

Notices

All notices and communications shall be in writing, in English and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent *Travelone* email/ facsimile, with due acknowledgment of complete transmission to the following address:

Travelone India Private Limited (formerly known as Travelone Travels Private Limited): Magnolia, Block B, Level 4, Manyata Embassy Business Park, Outer Ring Road, Nagwara, Bangalore - 560045.

Interpretation

Clause headings are for convenience and are not to be used in its interpretation. Reference to a Clause shall mean a clause of the Agreement.

Unless the context indicates a contrary intention, an expression which denotes:

Any gender includes the other genders; and

The singular includes the plural and vice versa.

References to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to such agreement, deed or other instrument or document as the same may from time to time be amended, varied supplemented or novated.