***USER AGREEMENT***

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Dear Customer,

Before using our services you are required to read the user agreement and accept all the terms and conditions. The same are listed below for your reference:  
  
**TERMS & CONDITIONS**

This page sets forth the terms and conditions under which Ed-wings Global. provides the information on this Website, as well as the terms and conditions governing your use of this site. By making use of this site, you shall be presumed to have agreed to the terms and conditions we have outlined below and these terms and conditions constitute your binding obligations towards www.ed-wings.com. If you do not accept these terms and conditions, do not continue to use or access this site.  
  
For the purpose of the User Agreement, 'You' shall mean any natural or legal person who has agreed to become a member of the Website by providing Registration Data while registering on the Website and accepted this electronic version / electronic record of the User Agreement and has allocated himself a unique identification user name ("Username" and "Password").  
  
**USE OF SITE**

Use of the website is available only to persons who can form legally binding contracts under the Indian Contract Act, 1872. Persons who are “incompetent to contract” within the meaning of the Indian Contract Act, 1872, including minors, infirm, undischarged solvents are not eligible to access the website. .  
  
Ed-wings Global. grants you a limited, non-transferable license to use this site in accordance with the terms and conditions of this User Agreement. You may only use this site to make legitimate reservations or purchases and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent reservation or any reservation in anticipation of demand. You shall not make reservation in the name of fictitious person. You agree that you will not use any device, software or routine that would interfere or be reasonably expected to interfere with the normal working of this site. You agree that you shall not take any action that imposes a burden or load on our infrastructure that Ed-wings Global. deems in its sole discretion to be unreasonable or disproportionate to the benefits Ed-wings Global. obtains from your use of the site. You are prohibited from posting or transmitting any unlawful, threatening, libellous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage acts or omissions that would amount to a criminal offense or attempt to commit a criminal offense, or give rise to civil liability, or otherwise violate any law. In addition, you are prohibited from posting or transmitting any information which (a) infringes the rights of others or violates their privacy or publicity rights, (b) is protected by patent, copyright, trademark or other proprietary right, unless with the express written permission of the owner of such right, (c) contains a virus, bug, worm or other harmful item or programme that may damage, detrimentally interfere with, surreptitiously intercept and/or expropriate any system, data or important information, (d) create any liability for us or cause us to lose (fully or partially) the services of our ISPs or other suppliers, or (e) is used to unlawfully collude against another person in restraint of trade or competition. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm resulting from your use of this site.  
  
**AGE & RESPONSIBILITY**

If you use this site, you alone are responsible for maintaining the confidentiality of your account information, username and your password/s. You agree to accept responsibility for all activities that occur under your account or password. You represent that you are of age prescribed by law to be eligible to enter into contract, and use this to create binding reciprocal legal obligations, and are capable, ready and willing to discharge any liability you may incur as a result of the use of this site. You understand that you are financially responsible for all uses of this site by you and those using your login information.  
  
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**ENFORCIBILITY OF THESE PROVISIONS**

Should any of these terms and conditions be held invalid, that invalid provision shall be construed to be consistent with the applicable law, and in manner so as to remain consistent with the original intent of WWW.ED-WINGS.COM. Provisions not otherwise held invalid shall remain in force.  
  
**SECURITY WARNINGS**

It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses, malicious codes and other items of a destructive nature. IN NO EVENT WILL ED-WINGS GLOBAL. BE LIABLE TO ANY PARTY FOR ANY LOSS OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY USE OF THIS WEBSITE, OR ANY OTHER HYPERLINKED OR INTERFACED WEBSITE OR DUE TO ACCESSING DATA RESIDING ON THIRD PARTY SERVERS NOT BELONGING TO ED-WINGS GLOBAL.  
  
**PRODUCTS & SERVICES**

Please Note that none of the information contained in this Website should be viewed as an offer to sell or as a solicitation to purchase any of our products or services. Rather, the information on our products and services is provided to you so that you can learn what products Ed-wings Global. generally offers. The products and service statements on this Website are for general description purposes only. Furthermore, not all the products or services are available in every state or country. We do not own or operate any of the services hosted or available on our Website. We are mere service facilitators and do not guarantee the authenticity or genuineness of the products and services of the third party, although we take steps in selecting them.  
  
Kindly refer to the respective product pages for the applicable Terms and Conditions.  
  
Ed-wings Global. is a travel and holiday organizers. We do not control or operate any airline neither do control or we own any shipping company hotel or transport or any other facility or service mentioned on the site. We take care in selecting all the principles however but because we select them- we have no control on running them. We cannot be held responsible for any lack of service by any independent agency airline transport hotel or any other service provider.  
  
**PROMOTIONS / OFFERS / SCHEMES**

Please note that in case of special offers, promotions or schemes additional terms and conditions of these offers, promotions or schemes will be applicable in addition to these terms and conditions. You might have to adhere to the payment schedule prescribed under such offers, promotions or schemes in order to be eligible to avail benefits under such offers, promotions or schemes. If you fail to make the payment by the due date and/or do not comply with all the terms and conditions of the offer, promotion or scheme you would not be entitled to receive the benefit under such offer, promotion or scheme.  
  
**HEALTH AND INSURANCE**

It is advisable that the passenger acquires adequate insurance cover to secure their life health and property. It is mandatory that you purchase an Overseas Mediclaim and other Insurance Policies to cover the risk to life, limb and property whilst on tour from the insurance company identified and named by Ed-wings Global. at the prescribed rate.  
  
You must check the accuracy and correctness of the policies and in case of any errors report the same to the Insurance Company to rectify it as Ed-wings Global. will not be responsible for the same.  
  
Please note that any claim would have to be referred by you directly to the insurance company and we are only the facilitators. Please ensure that you must carry your travel insurance policy document with you on your tour.  
  
**PROFESSIONAL ADVICE**

The information provided on this site is distributed with the understanding that Ed-wings Global. is not providing professional advice of any type. If you have a question requiring professional advice, such as question relating to law, tax or financial planning, please seek the advice of a qualified professional in the relevant field.  
  
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Ed-wings Global.specifically disclaims all warranties with respect to this Web site or your use thereof, express, implied, or otherwise, including without limitation, all warranties of merchantability and fitness for a particular purpose. WWW.ED-WINGS.COMshall not be liable for any damages resulting from the use or misuse of this site or the information on this site.  
  
**PAYMENTS**

All online payments that happen for any of the products booked via [www.ed-wings.com](http://www.ed-wings.com) site is secure. www.ed-wings.com does not store the Credit card details of any customer in their database or in any data backup system or retrieval systems. Once you are ready to transact you are transferred to the bank site. The card details are captured on the credit card site and not ours hence we cannot be held responsible for any misuse of credit card what so ever.  
  
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If you want to know more about an online / offline booking for Indian holidays, please click URL \_  
  
**REFUND**

If the tour or any part thereof cannot be conducted due to Force Majeure or Vis Majeure, the Company shall not be responsible to give any refund to you. However, at its sole discretion, the Company gives the refund based on various factors like the number of participants, the cancellation policies of suppliers like hoteliers, coach operators, etc. the decision of the Company on the quantum of refund shall be final.  
  
It would take at least 45 days to process the refund (if due).  
  
It is clearly understood that there shall be no refund whatsoever if the Client does not or cannot utilize any of the services like hotels, sightseeing, rides, cruises, meals, entrance fees, optional tours etc. due to any reason whatsoever.  
  
**ARBITRATION AND GOVERNING LAW**

All legal disputes will be settled under the laws of Indian courts subject to laws of Republic of India. In the event of any dispute of whatever nature, arising under this Agreement, such dispute shall be settled through good faith negotiation among the parties. In case such dispute cannot be resolved by negotiation within 30 days such dispute shall be referred to binding arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996. The place of arbitration shall be Mumbai, India. The decision of the arbitral tribunal shall be final and binding upon the parties. In case of the dispute requiring intervention of courts, courts in Mumbai alone shall have exclusive jurisdiction.  
  
**INJUNCTIVE RELIEF**

You acknowledge that a violation or attempted violation of any of this User Agreement and these terms and conditions will cause such damage to Ed-wings Global. as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that [WWW.ED-WINGS.COM](http://WWW.ED-WINGS.COM) shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by You, or Your affiliates, partners, or agents, as well as recover from You any and all costs and expenses sustained or incurred by WWW.ED-WINGS.COMin obtaining such an injunction, including, without limitation, reasonable attorney's fees. You agree that no bond or other security shall be required in connection with such injunction.  
  
**PRIVACY POLICY**

You have read the [WWW.ED-WINGS.COM](http://WWW.ED-WINGS.COM) Privacy Policy, the terms of which are incorporated herein, and agree that the terms of such policy are reasonable. We try to maintain the privacy of the personal information provided by you. However, it would be necessary for us to share this information with Consulates, Embassies, Airlines, Hotels and other service providers who would be providing you service during the tour. We would also be constrained to disclose such information if we receive an order of the court, a requisition from any government or statutory authority, subpoena, or under any law, rules or regulations, such disclosure becomes necessary. The company reserves the right to publish photographs / letters / web pictures /videos / emails taken by you during the tour and also to track usage statistics. [WWW.ED-WINGS.COM](http://WWW.ED-WINGS.COM) prompts all its users to register online so that WWW.ED-WINGS.COMcan send you updates and information on travel destinations. You consent to the use of your personal information by WWW.ED-WINGS.COM, its associate and group companies and/or its third party providers and distributors in accordance with the terms of and for the purposes set forth in the [WWW.ED-WINGS.COM](http://WWW.ED-WINGS.COM) Privacy Policy.  
  
[WWW.ED-WINGS.COM](http://WWW.ED-WINGS.COM) prompts all its users to register at one time. The details captured during registration are purely to provide better service in future.  
[WWW.ED-WINGS.COM](http://WWW.ED-WINGS.COM) will not be sharing these details with any other third party.  
  
**TERMINATION & SEVERABILITY**

WWW.ED-WINGS.COMmay terminate this User Agreement and these terms and conditions and/or the provision of any of the services at any time for any reason, including any improper use of this site or your failure to comply with these terms and conditions. Such termination shall not affect any right to relief to which [WWW.ED-WINGS.COM](http://WWW.ED-WINGS.COM) and its third party providers and distributors may be entitled, at law or in equity. Upon termination of this User Agreement and these terms and conditions, all rights granted to you will terminate and revert to [WWW.ED-WINGS.COM](http://WWW.ED-WINGS.COM) and its third party providers or distributors, as applicable. If any clause of the User Agreement shall be deemed invalid, void or for any reason unenforceable, such clause shall be deemed severable and shall not affect the validity and enforceability of the remaining clauses of the User Agreement.  
  
**SUGGESTIONS & COMMENTS**

You may write to us with your suggestions at:  
  
**www.ed-wings.comLtd**,  
Customer Service  
Unit 30, 1730 Albion Road,  
Toronto. Ontario M9V 1C1.

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I, \_\_\_\_\_\_\_\_\_ do hereby state and confirm on behalf of myself and others availing the services booked by me, that I have perused the How to Book rules, Terms and Conditions, relevant webpages, itinerary, user agreement, privacy policy and we accept and undertake to abide by the same.