

## 1. DEFINITIONS AND INTERPRETATION

1.1 **"Account"** means a unique digital profile created and maintained by a User on the Platform, identified by an authenticated email address and password combination, and optionally supplemented by verification documents, preferences, profile content, and activity history. The Account serves as the sole authorized access mechanism for a User to engage with the Platform and is subject to all rights, duties, and restrictions imposed under these Terms.

1.2 **"Applicable Law"** means all present and future legislation, regulations, codes of practice, case law, court or tribunal decisions, government directives, or official guidance with legal effect, of any jurisdiction relevant to either party, including without limitation:

- (a) the laws of Nepal (including the Civil Code, Electronic Transaction Act, Consumer Protection Act, and any successor legislation),
  - (b) the General Data Protection Regulation (EU) 2016/679 ("GDPR"),
  - (c) the California Consumer Privacy Act of 2018 ("CCPA") and its amendments,
  - (d) data protection and consumer rights laws in the User's country of residence where such jurisdiction asserts extraterritorial effect and where enforcement is not contrary to public policy or conflict-of-law principles,
- and shall be interpreted to include any future amendments, re-enactments, or successor legislation.

1.3 **"Business Day"** means any day, other than a Saturday, Sunday, or officially recognized public holiday, on which commercial banks are generally open for business in Kathmandu, Nepal. For avoidance of doubt, this shall exclude days on which banks are closed due to unforeseen circumstances such as emergency declarations or administrative shutdowns.

1.4 **"Force Majeure Event"** means any event or circumstance beyond the reasonable control of the affected party, which prevents or delays the performance of any obligation under these Terms, including but not limited to:

- (a) natural disasters (earthquake, flood, storm, wildfire),
- (b) acts of war, hostilities (declared or undeclared), or military conflict,
- (c) terrorism, sabotage, civil unrest, insurrection, or riot,
- (d) labor disputes including strikes, lockouts, or industrial action not caused by the affected party,
- (e) pandemics, epidemics, or public health emergencies,
- (f) governmental orders or actions including embargoes, travel bans, or restrictions on commerce,
- (g) prolonged telecommunications or power outages, DNS failures, or systemic Internet infrastructure failures not limited to the Platform's servers.

1.5 **"Personal Data"** means any data relating to an identified or identifiable natural person, including but not limited to name, address, email address, date of birth, government-issued identification number, location data, and any other identifier collected through registration or use of the Platform, as defined under GDPR Article 4(1) and CCPA §1798.140(o).

**"Non-Personal Data"** means data that does not directly or indirectly identify an individual, such as aggregated analytics, anonymized usage statistics, device/browser metadata, and data processed solely for performance optimization, unless re-identified in violation of these Terms or law.

1.6 **"Premium Services"** means any feature, module, or functionality of the Platform that is offered conditionally upon payment of a fee, subscription, or service charge, whether recurring or one-time, including but not limited to enhanced trip planning tools, access to exclusive groups or experiences, promotional visibility, or advanced analytics. Premium Services may be subject to additional terms disclosed at the time of purchase.

1.7 **"Services"** means the complete suite of functionalities, tools, and features provided through the Platform, whether accessed via web or mobile interface, including but not limited to:

- (a) the ability to create, join, manage, or leave travel itineraries ("Trips"),
- (b) the publication or consumption of multimedia content including stories, reviews, and blog posts,
- (c) real-time and asynchronous messaging between Users ("Chats"),
- (d) participation in social spaces ("Groups"),
- (e) and any future enhancements or modules that maintain continuity with the Platform's stated purpose.

1.8 **"You"** or **"User"** means any natural person, acting in their individual capacity and not as a representative of any legal entity, who accesses, registers for, or otherwise uses the Platform. Where context allows, "User" includes both registered and unregistered individuals who interact with public-facing elements of the Platform.

## **2. ACCOUNT REGISTRATION & SECURITY**

### **2.1 Eligibility**

#### **(a) Minimum Age Requirement**

To be eligible to register for or use any feature of the Platform, You must be at least eighteen (18) years of age on the date of registration. By creating an Account, You represent and warrant that You are of legal age and are not otherwise prohibited from using the Platform under any Applicable Law. If we determine, in our sole discretion, that You are under the minimum age or have falsely represented your age, we reserve the right to suspend or permanently terminate your Account without notice, in accordance with clause 6.2.

#### **(b) Legal Capacity**

You must possess the legal capacity to enter into binding contracts under the laws of Nepal, including but not limited to the provisions set forth in Article 12 of the National Civil Code, 2074 (2017), which governs the capacity of individuals to perform legal acts. Persons who are declared legally incapacitated, disqualified by judicial declaration, or otherwise restricted by law are not permitted to use the Platform.

### **(c) Jurisdictional Limitations**

Use of the Platform may be restricted or prohibited in certain jurisdictions. By registering, You confirm that Your use of the Platform does not violate any law applicable in your country of residence, nationality, or physical presence.

## **2.2 Account Creation**

### **(a) Required Information**

To create an Account, You must provide accurate and complete registration information, including:

- A valid email address owned and controlled by You;
- A secure password with a minimum of twelve (12) characters, including at least one (1) uppercase letter, one (1) numerical digit, and one (1) special character (e.g., !, @, #, \$);
- Your country of residence, selected from the available list at the time of registration.

You agree to update this information promptly in the event of any change and acknowledge that failure to do so may result in the restriction or termination of your Account.

### **(b) Identity Verification**

Upon request by us, You must submit one (1) or more government-issued identification documents for identity verification purposes, such as a passport, national ID, or driver's license. This documentation must be submitted within five (5) Business Days of such request. Verification may be conducted by internal staff or trusted third-party providers and may include biometric or facial-matching processes where permitted by Applicable Law.

Failure to comply within the required timeframe shall entitle us, in our sole discretion and without liability, to:

- (i) suspend your Account until satisfactory verification is completed, or
- (ii) terminate your Account under clause 6.2.1 if verification is not achieved within a reasonable period thereafter.

### **(c) Account Security Obligations**

You are solely responsible for maintaining the confidentiality and integrity of your Account credentials. You agree not to:

- Share your login credentials with any third party;
- Use another User's Account;
- Permit any other person to access the Platform through your Account;

- Circumvent or disable any security features of the Platform.

You must notify us immediately of any unauthorized use, suspected breach, or compromise of your Account. You acknowledge that we are not responsible for losses or damages resulting from unauthorized access arising from your failure to maintain secure credentials.

**(d) One Account per User**

Each User may register and maintain only one (1) Account unless explicitly authorized in writing by us. We reserve the right to terminate all Accounts believed to be duplicative or associated with the same individual.

You shall not engage in, attempt, or assist others in engaging in any of the following activities:

- (i) Uploading, posting, transmitting, or otherwise making available any content that is defamatory, abusive, harassing, obscene, hateful, discriminatory, or otherwise unlawful or objectionable in any jurisdiction;
- (ii) Impersonating any person or entity, or misrepresenting your affiliation with any individual or organization;
- (iii) Circumventing, disabling, or otherwise interfering with any security-related features of the Platform;
- (iv) Accessing the Platform using automated means (e.g., scripts, bots, scrapers), except as expressly permitted by us;
- (v) Reverse engineering, decompiling, or disassembling any portion of the Platform, or attempting to discover the source code, algorithms, or architecture of the Services;
- (vi) Promoting or engaging in illegal or fraudulent activity, including the distribution of malware, phishing schemes, or unauthorized solicitation;
- (vii) Violating the privacy or data rights of others, including through unauthorized collection or disclosure of personal information;
- (viii) Using the Platform in any manner that interferes with its normal operation, disrupts the experience of other Users, or places an unreasonable burden on system resources.

### **3.2 Community Standards and Interaction**

**(a) Respectful Engagement**

Users are expected to engage respectfully and constructively with one another. The Platform fosters a social environment where freedom of expression is balanced with mutual respect. Harassment, stalking, threats, or the dissemination of false or misleading information are strictly prohibited.

**(b) User-to-User Transactions**

Where the Platform permits peer interaction, such as trip coordination, content sharing, or group discussions, Users acknowledge that:

- All interactions are voluntary and undertaken at their own risk;
- The Platform is not responsible for vetting or verifying the identity, intentions, or behavior of other Users;
- Users are solely responsible for any agreements, exchanges, or disputes arising between them.

### **3.3 Reporting and Enforcement**

You are encouraged to report violations of these Terms or suspected misconduct through the appropriate channels provided on the Platform. We reserve the right, but not the obligation, to investigate any reported activity and to take any action deemed appropriate under clause 6, including removal of content, issuance of warnings, suspension, or termination of Accounts.

## **4. USER CONTENT, RIGHTS & RESPONSIBILITIES**

### **4.1 Ownership and Control**

#### **(a) Retention of Intellectual Property**

You retain full ownership and intellectual property rights in and to any content that You create, upload, transmit, display, or otherwise make available on or through the Platform (“User Content”), including but not limited to text, images, audio, video, comments, reviews, itineraries, blog posts, and other original works of authorship, provided such content does not infringe upon the rights of any third party.

#### **(b) Control and Responsibility**

You are solely and entirely responsible for all User Content that you submit, publish, or disseminate through the Platform. You represent and warrant that:

- You own or have all necessary licenses, rights, consents, and permissions to use and authorize the Platform to use all intellectual property and moral rights in and to your User Content;
- Your User Content does not and will not violate any third party’s intellectual property rights, privacy rights, publicity rights, or other proprietary rights;
- Your User Content complies with Applicable Law and these Terms.

### **4.2 License to TravelBuddyCore.INC**

By submitting or posting User Content on or through the Platform, You hereby grant TravelBuddyCore.INC a non-exclusive, royalty-free, worldwide, irrevocable, transferable,

sublicensable license to use, reproduce, distribute, modify, adapt, publicly display, publicly perform, and otherwise exploit such User Content solely for:

- Operation, maintenance, promotion, and improvement of the Platform;
- Advertising and marketing purposes, subject to anonymization where reasonably feasible;
- Fulfilling legal or regulatory obligations, including takedown, moderation, and archiving requirements.

This license shall survive termination of your Account only to the extent necessary to enforce legal rights, retain evidentiary records, or preserve platform continuity.

#### **4.3 Prohibited Content**

The following types of User Content are strictly prohibited and shall constitute grounds for immediate suspension or removal:

- (a) Content that is unlawful, libelous, defamatory, pornographic, obscene, harassing, or otherwise offensive under the standards of a reasonable person in any applicable jurisdiction;
- (b) Content that infringes or misappropriates third-party intellectual property rights or trade secrets;
- (c) False, misleading, or deceptive content including fake reviews or impersonation;
- (d) Content containing malware, viruses, ransomware, or any harmful code;
- (e) Personally identifiable information of any third party without lawful consent.

#### **4.4 Monitoring and Moderation**

You acknowledge and agree that, while we are not obligated to monitor all User Content, we reserve the right (but not the duty) to do so and to remove, edit, or restrict access to any User Content that, in our sole discretion:

- Violates these Terms or Applicable Law;
- May expose TravelBuddyCore.INC or its Users to legal liability;
- Is inconsistent with the ethos, brand, or purpose of the Platform.

Such action may be taken with or without notice and without any obligation to justify or document the moderation decision.

#### **4.5 User Content Retention and Deletion**

We reserve the right to retain User Content for backup, compliance, and evidentiary purposes for a reasonable period following Account termination or content deletion, subject to data protection regulations. You may request permanent erasure of your content and associated personal data in accordance with clause 5 and our Privacy Policy, except where retention is required for:

- Compliance with a legal obligation;
- Enforcement of legal rights;
- Resolution of disputes.

## **5. DATA COLLECTION, USE & RETENTION**

### **5.1 Personal Data**

#### **(a) Definition**

"Personal Data" refers to any information relating to an identified or identifiable natural person, including but not limited to: name, email address, government-issued ID, IP address, geolocation, billing data, account activity, preferences, or any data that, alone or in combination, enables identification. This includes "sensitive personal data" under GDPR Article 9 and "personal information" under CCPA §1798.140(o).

#### **(b) Lawful Basis for Processing**

We collect and process Personal Data only where we have a valid legal basis, which may include:

- **Contractual necessity** (e.g., account setup, premium services);
- **Legitimate interests** (e.g., service improvement, fraud detection), provided such interests are not overridden by your rights;
- **Compliance with legal obligations** (e.g., identity verification under anti-money laundering laws);
- **User consent**, where required by Applicable Law (e.g., marketing communications or certain cookie uses).

#### **(c) Purpose of Collection**

Personal Data may be collected and processed for the following specific purposes:

- Registration and authentication of your Account;

- Delivery of core and Premium Services;
- Transaction processing, billing, and dispute resolution;
- Compliance with Applicable Law, including Know Your Customer (KYC), taxation, and consumer protection;
- Customer support, analytics, security, and fraud prevention;
- Service announcements, administrative messages, and updates.

## 5.2 Non-Personal Data

### (a) Definition

"Non-Personal Data" refers to data that does not directly or indirectly identify a natural person, such as aggregated usage metrics, anonymized travel statistics, device type, browser version, or generalized geolocation.

### (b) Usage

Non-Personal Data may be collected automatically and used for:

- Statistical analysis;
- System optimization;
- Marketing intelligence;
- Third-party research collaborations, provided no Personal Data is disclosed.

We reserve the right to commercialize Non-Personal Data so long as it remains non-attributable.

## 5.3 Data Sharing & Disclosure

We do not sell your Personal Data. However, we may share it with:

- **Affiliated companies**, under common ownership or control;
- **Third-party service providers**, strictly as necessary to perform Platform functions (e.g., cloud storage, payment gateways, ID verification providers);
- **Regulatory or governmental authorities**, upon valid legal request or pursuant to lawful process;



- **Successors in interest**, in the context of a merger, acquisition, or asset sale, in accordance with clause 13.3.

All third-party data processors are contractually bound to maintain confidentiality, data integrity, and security consistent with this clause and Applicable Law.

## 5.4 Data Retention

### (a) Retention Duration

We retain Personal Data only for as long as necessary to fulfill the purposes for which it was collected, including satisfying legal, regulatory, accounting, or reporting requirements. The standard retention period shall not exceed seven (7) years from the date of last account activity, unless:

- A longer retention period is mandated by Applicable Law;
- A legal dispute is ongoing or anticipated;
- You have provided explicit consent for continued retention (e.g., loyalty program participation).

### (b) Deletion Requests

Subject to clause 5.5, You may request deletion of your Personal Data under:

- GDPR Articles 17–18 (Right to erasure and restriction);
- CCPA §§1798.105, 1798.120 (Right to delete and opt-out).

We will comply within a reasonable time unless retention is legally required or we have overriding legitimate grounds to continue processing.

## 5.5 Data Subject Rights

Subject to verification of your identity, you may exercise the following rights:

- **Access** (GDPR Art. 15; CCPA §1798.110): To obtain a copy of your data;
- **Rectification** (GDPR Art. 16): To correct inaccuracies;
- **Erasure** (GDPR Art. 17): To request deletion, under specified conditions;
- **Data Portability** (GDPR Art. 20): To receive your data in structured format;

- **Objection and Restriction** (GDPR Art. 21): To limit or object to processing;
- **Do Not Sell/Share My Info** (CCPA §§1798.120–125): To restrict third-party transfers;
- **Complaint**: To file a complaint with a relevant Data Protection Authority.

All such requests may be submitted via the contact information in clause 15.

## 5.6 Security of Data

We implement administrative, technical, and physical safeguards reasonably designed to protect Personal Data from unauthorized access, disclosure, alteration, or destruction. These measures include:

- Encryption in transit and at rest;
- Role-based access controls;
- Multi-factor authentication for internal systems;
- Regular audits and incident response protocols.

However, no method of transmission over the Internet is 100% secure, and You acknowledge that we cannot guarantee absolute security.

## 6. MODERATION, SUSPENSION & TERMINATION

### 6.1 Moderation Rights

#### (a) Content and Behavior Oversight

We reserve the unilateral right—but not the obligation—to monitor, screen, flag, edit, remove, restrict, or refuse any User Content or Account activity at our sole discretion, at any time, with or without notice, for any lawful reason including, but not limited to:

- Breach of these Terms;
- Violation of Applicable Law or regulatory guidance;
- Threats to platform integrity, system security, or public reputation;
- Reports of harassment, fraud, or abusive conduct;
- Content or behavior deemed harmful, misleading, offensive, or deceptive.

#### **(b) Non-Liability for User Interactions**

We do not pre-screen User Content and are not liable for content posted by Users or for the conduct of any User. Moderation decisions may reflect our operational or ethical standards and are not subject to appeal unless explicitly provided.

### **6.2 Suspension and Termination of Account**

#### **(a) Grounds for Suspension or Termination**

We may suspend or terminate your Account, with or without notice, if:

- You are found to be in breach of these Terms, including via automated detection tools or third-party reports;
- You fail to verify your identity within five (5) Business Days of a formal request (per clause 2.2(b));
- Your Account is inactive for a period exceeding twenty-four (24) consecutive months;
- We receive credible notice of fraud, impersonation, or legal violations linked to your activity;
- Required by court order, government request, or Applicable Law.

#### **(b) Consequences of Termination**

Upon termination of your Account:

- Your license to access and use the Platform shall immediately cease;
- All pending or active user privileges, including Premium Services, will be forfeited with no entitlement to refund, unless mandated by law;
- We may retain User Content and Account data in accordance with clause 5.4;
- You may no longer register a new Account without our prior written consent.

### **6.3 Voluntary Deactivation**

You may request deactivation or permanent deletion of your Account at any time via the designated support channel. Upon confirmation:

- We will process your request within thirty (30) days, subject to clause 5.5;

- Any data, content, or credits not backed up or exported prior to deletion may be permanently lost.

## **6.4 Temporary Restrictions**

As an alternative to full suspension or termination, we may impose temporary restrictions, including:

- Muting access to certain features (e.g., chat, reviews, story posts);
- Imposing content moderation review periods;
- Restricting public visibility of your profile or content.

Such measures may be applied to mitigate risk while an investigation is ongoing and shall not be construed as a waiver of our right to terminate under clause 6.2.

## **6.5 No Liability for Enforcement**

We shall not be liable to You or to any third party for any modification, suspension, restriction, or termination of access to the Platform or any User Content. You agree to hold us harmless from any resulting claims, loss of data, reputation, opportunity, or revenue, except where otherwise prohibited by Applicable Law.

# **7. FEES, BILLING & PARTNER TRANSACTIONS**

## **7.1 Premium Services**

### **(a) Scope of Premium Services**

Certain features or functionalities of the Platform, including but not limited to exclusive itineraries, advanced filters, verified profile badges, priority customer support, and featured content promotion, may be designated as “Premium Services” and made available upon payment of applicable fees.

### **(b) Fee Disclosure and Consent**

All Premium Services are subject to the fees displayed on the Platform at the time of purchase. Fees are quoted in U.S. Dollars (USD) or Nepalese Rupees (NPR), as applicable, and are inclusive or exclusive of taxes depending on the jurisdiction. You will be notified of and must affirmatively accept any such fee before incurring charges.

### **(c) Billing Cycle**

Fees may be charged on a one-time, monthly, annual, or other recurring basis, as specified in the relevant product description. Recurring services will auto-renew unless cancelled before the

renewal date. Cancellation does not entitle You to a refund for the current billing period unless explicitly provided in clause 7.3.

**(d) Accepted Payment Methods**

We accept payment via authorized credit/debit cards, digital wallets, and other payment methods listed at checkout. You represent and warrant that the payment information You provide is accurate, current, and authorized for use.

## **7.2 Third-Party Partner Transactions**

**(a) Partner Content and Offers**

We may from time to time allow access to third-party goods, services, or experiences (“Partner Transactions”) offered by vetted travel operators, accommodation providers, or affiliated platforms. Such Partner Transactions are clearly labeled and governed by the partner’s terms and conditions, not ours.

**(b) No Liability for Partner Services**

We are not a party to any contract between You and a third-party partner, nor do we guarantee the accuracy, availability, safety, legality, or fulfillment of any Partner Transaction. Any complaints, refund requests, or disputes arising from such transactions must be directed solely to the relevant partner.

**(c) Commission and Disclosure**

We may receive a referral fee, commission, or marketing fee from third-party partners for promoting or linking to their services. Such financial relationships do not affect our editorial independence or the integrity of Platform features.

## **7.3 Refunds & Consumer Rights**

**(a) General Refund Policy**

All fees paid for Premium Services are **non-refundable** except as required by Applicable Law. You acknowledge that purchases are deemed “final sale” unless otherwise specified.

**(b) Statutory Refund Rights**

Notwithstanding clause 7.3(a), You may be entitled to a refund under the following conditions:

- **Nepal Consumer Protection Act, 2075 (2018), Section 20:** Material defects or service non-fulfillment entitle You to a full refund if claimed within **seven (7) days** of purchase;
- **European Union (Consumer Rights Directive):** Users domiciled in the EU may cancel within **14 days** of purchase for non-performance digital services, unless delivery has begun with express consent;
- **California Civil Code §1793.03:** Consumers may receive refunds under limited circumstances for defective digital goods.

### **(c) Discretionary Refunds**

Where legally permitted but not required, we may issue partial or full refunds as a gesture of goodwill. Such refunds are at our sole discretion and do not create a binding precedent for future claims.

## **7.4 Failed or Disputed Payments**

### **(a) Failed Payment Handling**

In cases of payment failure (e.g., expired card, insufficient funds), You will receive notice and a five (5) Business Day grace period to update payment information. We reserve the right to suspend access to Premium Services during such periods.

### **(b) Chargebacks and Payment Disputes**

Initiating a chargeback or payment dispute without first contacting our support team may result in temporary or permanent suspension of your Account. If a chargeback is resolved in our favor, we may recover associated costs through re-billing, legal action, or account deduction.

## **8. WARRANTIES & DISCLAIMERS**

### **8.1 No Warranty**

#### **(a) Platform Provided “As Is”**

THE PLATFORM, INCLUDING ALL SERVICES, CONTENT, FEATURES, AND INFORMATION PROVIDED THEREIN, IS OFFERED ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### **(b) No Guarantee of Accuracy or Availability**

While we strive to provide accurate, complete, and timely information, we MAKE NO WARRANTY THAT THE PLATFORM OR ANY SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, NOR DO WE GUARANTEE THAT ANY CONTENT OR USER-GENERATED DATA IS ACCURATE, RELIABLE, OR CURRENT.

### **8.2 User Responsibility**

You acknowledge and agree that your use of the Platform is at your sole risk. You are solely responsible for:

- Verifying any information or content before relying on it;
- Taking appropriate precautions when interacting with other Users or third-party partners;

- Ensuring compliance with Applicable Law related to your activities on or via the Platform.

### **8.3 No Advice**

The Platform does not provide professional advice (legal, financial, medical, travel safety, etc.). Any reliance on information obtained through the Platform is solely at your discretion and risk.

### **8.4 Third-Party Content and Links**

The Platform may contain links or references to third-party websites, services, or content. WE DO NOT WARRANT OR ENDORSE SUCH THIRD-PARTY MATERIALS AND ARE NOT RESPONSIBLE FOR THEIR ACCURACY, COMPLETENESS, OR LEGALITY. YOUR ACCESS AND USE OF SUCH THIRD-PARTY RESOURCES ARE AT YOUR OWN RISK.

## **9. LIMITATION OF LIABILITY**

### **9.1 Aggregate Liability Cap**

To the maximum extent permitted by Applicable Law, our total aggregate liability to You, whether in contract, tort (including negligence), statutory duty, or otherwise, arising out of or related to these Terms or your use of the Platform, shall not exceed the greater of:

- (a) One hundred United States Dollars (US \$100); or
- (b) The total amount of fees paid by You to us during the six (6) calendar months immediately preceding the claim giving rise to the liability.

### **9.2 Exclusion of Certain Damages**

In no event shall we be liable for any:

- (a) Indirect, incidental, consequential, special, punitive, or exemplary damages;
- (b) Loss of profits, revenue, goodwill, or anticipated savings;
- (c) Loss or corruption of data, or failure to store or transmit any User Content;
- (d) Business interruption or loss of opportunity; or
- (e) Damages arising from unauthorized access to or alteration of your transmissions or data.

### **9.3 Applicability**

The limitations set forth in this clause shall apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, even if we have been advised of the possibility of such damages.

### **9.4 Exceptions**

Nothing in these Terms shall limit or exclude our liability for:

- (a) Death or personal injury caused by our negligence;
- (b) Fraud or fraudulent misrepresentation;
- (c) Any other liability which cannot be excluded or limited by Applicable Law.

## **10. INDEMNITY**

### **10.1 Indemnification Obligation**

You agree to defend, indemnify, and hold harmless TravelBuddyCore.INC, its affiliates, officers, directors, employees, agents, successors, and assigns (collectively, the “Indemnified Parties”) from and against any and all claims, demands, liabilities, losses, damages, judgments, awards, penalties, fines, costs, and expenses (including reasonable attorneys’ fees and costs of investigation and litigation) (“Claims”) arising out of or relating to:

- (a) Your breach, violation, or non-fulfillment of any provision of these Terms;
- (b) Any User Content you create, post, transmit, distribute, or otherwise make available via the Platform, including but not limited to claims alleging infringement, defamation, obscenity, or violation of privacy or publicity rights;
- (c) Your violation of any Applicable Law, regulation, or third-party rights, including intellectual property, data protection, consumer protection, or export control laws;
- (d) Your use of the Platform, including interactions with other Users or third-party partners;
- (e) Any negligent or willful misconduct by You or persons acting under your control or authority.

### **10.2 Indemnification Procedure**

- (a) The Indemnified Party shall promptly notify You in writing of any Claim for which indemnity is sought, provided that failure to give prompt notice shall not relieve You of your indemnity obligation except to the extent You are materially prejudiced by such failure.
- (b) You shall have sole control of the defense and settlement of such Claim, provided that you shall not settle any Claim in a manner that imposes any liability or obligation on the Indemnified Party without its prior written consent, which shall not be unreasonably withheld or delayed.
- (c) The Indemnified Party agrees to cooperate fully, at your expense, in the defense and settlement of any Claim.

### **10.3 Survival**

Your indemnification obligations under this clause shall survive termination or expiration of these Terms and your Account.

## **11. GOVERNING LAW & DISPUTE RESOLUTION**

### **11.1 Governing Law**



(a) These Terms, and any dispute or claim (whether contractual, tortious, statutory, or otherwise) arising from or in connection with their subject matter, formation, interpretation, performance, enforcement, breach, or termination—including any dispute regarding the existence or validity of this clause—shall be governed exclusively by, and construed in accordance with, the laws of Nepal, without giving effect to any conflict of law principles that would result in the application of the laws of another jurisdiction.

(b) For users domiciled outside Nepal, you expressly acknowledge and agree that the selection of Nepalese law is valid, enforceable, and not contrary to any public policy or consumer protection statute in your home jurisdiction. You waive the application of any foreign law to the fullest extent permitted by international private law principles.

(c) You further waive the right to invoke the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), the UNCITRAL Model Law, or any similar supranational legal framework, which shall not apply to these Terms or any transaction governed thereby.

## **11.2 Jurisdiction and Venue**

(a) Subject to clause 11.3 (Arbitration), all legal actions, suits, or proceedings arising out of or relating to these Terms shall be exclusively instituted and maintained in the competent civil courts of Kathmandu District, Nepal, having subject matter jurisdiction. You irrevocably submit to the exclusive jurisdiction and venue of such courts.

(b) You expressly waive any and all objections based on lack of jurisdiction, forum non conveniens, or improper venue, and agree not to contest the enforceability of any judgment obtained therein in any other jurisdiction.

(c) TravelBuddyCore.INC retains the right to initiate injunctive or debt recovery actions in any other jurisdiction, where necessary to protect its intellectual property, enforce arbitration awards, or secure interim or emergency relief.

## **11.3 Binding Arbitration**

(a) Except as otherwise expressly provided in clause 11.5 (Equitable Relief), all disputes, controversies, or claims arising out of or in connection with these Terms—including any question regarding the breach, existence, validity, enforceability, or termination thereof—shall be finally settled by binding arbitration administered under the prevailing provisions of the Arbitration Act of Nepal or its successor legislation.

(b) The place of arbitration shall be Kathmandu, Nepal. The arbitration shall be conducted by a single arbitrator jointly appointed by the parties within fifteen (15) Business Days of notice of arbitration. If the parties fail to agree on the arbitrator, one shall be appointed by the Nepal Arbitration Council pursuant to its rules.

(c) The language of the arbitration shall be English. All written pleadings, witness statements, exhibits, and rulings shall be in English.

(d) The arbitrator shall have the authority to grant all remedies available at law or in equity under Nepalese law, including but not limited to monetary damages, specific performance, and declaratory relief. However, the arbitrator shall have no authority to:

- (i) award punitive or exemplary damages;
- (ii) certify a class or collective proceeding; or
- (iii) alter any express limitation of liability, disclaimer, or waiver contained in these Terms.

(e) The arbitrator's award shall be final, binding, and enforceable in any court of competent jurisdiction. Judgment on the award may be entered by any such court without further proceedings.

#### **11.4 Waiver of Class and Collective Actions**

(a) You agree that any claim brought against TravelBuddyCore.INC must be brought solely in your individual capacity, and not as a plaintiff or class member in any purported class, representative, private attorney general, or collective action proceeding.

(b) Unless TravelBuddyCore.INC expressly agrees in writing, the arbitrator or court shall not consolidate more than one User's claims or otherwise preside over any form of a representative, collective, or class proceeding.

(c) If a court or arbitrator determines that the class action waiver set forth in this clause is unenforceable for any reason, then this entire Clause 11 (Governing Law & Dispute Resolution) shall be deemed void ab initio.

#### **11.5 Interim and Equitable Relief**

Notwithstanding anything to the contrary in this Clause 11, either party may seek preliminary or interim injunctive relief, specific performance, or other equitable remedies before a court of competent jurisdiction in Kathmandu, Nepal, without waiving its right to submit the remainder of the dispute to binding arbitration. Such relief may include actions to:

- (i) protect intellectual property or proprietary rights,
- (ii) prevent unauthorized access to confidential information or trade secrets,
- (iii) enforce the provisions of clauses involving data privacy, user conduct, or restricted use, or
- (iv) prevent irreparable harm pending resolution of the underlying dispute.

#### **11.6 Severability and Survival**

(a) If any portion of this Clause 11 is found to be invalid, illegal, or unenforceable, that portion shall be severed, and the remainder shall remain in full force and effect.

(b) This clause shall survive the termination or expiration of these Terms and of your use of the Platform.

## **12.FORCE MAJEURE**

### **12.1 Definition of Force Majeure Event**

For the purposes of these Terms, a “Force Majeure Event” means any event or circumstance beyond the reasonable control of a party, whether foreseeable or unforeseeable, that prevents, impairs, or delays that party’s performance of any obligation under these Terms, in whole or in part, and which could not have been avoided or mitigated through reasonable care or due diligence. Force Majeure Events include, but are not limited to:

- (a) Natural disasters, including earthquakes, floods, landslides, fires, tsunamis, volcanic eruptions, or other acts of God;
- (b) Armed conflict, war (declared or undeclared), civil unrest, insurrections, revolutions, hostilities, terrorism, sabotage, or military actions;
- (c) Pandemics, epidemics, viral outbreaks, or public health emergencies, including but not limited to COVID-19 and similar biological crises;
- (d) Acts or omissions of governmental authorities, including changes in law, expropriation, embargoes, sanctions, export/import restrictions, travel bans, civil or military orders, or denial or delay of governmental approvals;
- (e) Widespread disruptions in telecommunications, electrical or internet service outages, cyberattacks (including DDoS or ransomware), or failures of essential third-party infrastructure;
- (f) Labor disputes, strikes, lockouts, or industrial actions not caused by the party seeking relief;
- (g) Any other cause beyond the reasonable control of the affected party, whether similar or dissimilar to the foregoing, if such cause was not due to that party’s fault, negligence, or breach of these Terms.

### **12.2 Suspension of Performance**

- (a) If a Force Majeure Event occurs, the affected party’s obligations under these Terms shall be suspended to the extent and for the duration that performance is rendered impossible, impracticable, or commercially unreasonable.
- (b) During the continuation of the Force Majeure Event, the affected party shall not be deemed to be in breach of these Terms or liable for any delay or failure in performing its obligations, provided that such party:
  - (i) gives notice in accordance with Clause 12.3; and
  - (ii) uses commercially reasonable efforts to avoid or mitigate the effects of the Force Majeure Event and to resume performance as soon as reasonably practicable.

### **12.3 Notice of Force Majeure**

The party affected by the Force Majeure Event shall:

- (a) Provide written notice to the other party within seven (7) Business Days of becoming aware of the occurrence of the Force Majeure Event, specifying the nature of the event, the anticipated duration of its impact, and the affected obligations; and
- (b) Provide periodic updates regarding the status of the Force Majeure Event and expected timeline for resumption of performance.

#### **12.4 Extended Force Majeure**

If a Force Majeure Event continues for a period exceeding forty-five (45) consecutive days, either party may terminate the affected portion of the agreement upon written notice to the other, without incurring liability of any kind, except for:

- (a) Payment obligations already accrued prior to the commencement of the Force Majeure Event; and
- (b) Surviving provisions of these Terms, including but not limited to confidentiality, indemnity, limitation of liability, governing law, and dispute resolution.

#### **12.5 Non-Applicability**

The following events or circumstances shall not constitute a Force Majeure Event under these Terms:

- (a) Any event caused or contributed to by the negligent or unlawful conduct of the affected party;
- (b) Financial hardship, changes in market conditions, or fluctuations in currency exchange rates;
- (c) Unavailability of personnel, subcontractors, or suppliers due to reasons unrelated to a Force Majeure Event;
- (d) Failure to secure adequate financing, capital, or insurance coverage.

### **13.MISCELLANEOUS**

#### **13.1 Severability**

If any provision, clause, term, or subpart of these Terms is determined by a court or arbitral tribunal of competent jurisdiction to be invalid, illegal, unenforceable, or void, whether in whole or in part, such provision shall be severed from these Terms to the minimum extent necessary to render the remainder enforceable. The remaining provisions shall remain in full force and effect and shall not be affected, impaired, or invalidated thereby. If a material term is severed, the parties shall negotiate in good faith a lawful substitute that preserves, to the maximum extent possible, the original commercial and legal intent.

#### **13.2 Waiver**

No waiver by TravelBuddyCore.INC of any breach, right, obligation, or condition under these Terms shall be effective unless expressly stated in a written instrument signed by an authorized officer. No failure, delay, or omission by TravelBuddyCore.INC in exercising any right, remedy, or power shall constitute a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of the same or any other right or remedy.

### **13.3 Assignment**

(a) You shall not assign, delegate, subcontract, transfer, novate, or otherwise dispose of any of your rights or obligations under these Terms—whether voluntarily, by operation of law, or otherwise—without the prior written consent of TravelBuddyCore.INC. Any attempted assignment in violation of this clause shall be null and void ab initio.

(b) TravelBuddyCore.INC may assign, transfer, delegate, or otherwise deal freely with any or all of its rights and obligations under these Terms, without restriction or notice, including in connection with any merger, acquisition, corporate reorganization, asset sale, or similar transaction.

### **13.4 Entire Agreement & Precedence**

(a) These Terms, including any incorporated policies (such as the Privacy Policy and any published Premium Service terms), constitute the entire agreement between you and TravelBuddyCore.INC regarding the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, negotiations, representations, warranties, or communications, whether written or oral.

(b) In the event of any conflict or inconsistency between these Terms and any other document or communication, these Terms shall control unless expressly stated otherwise in a signed addendum executed by both parties.

### **13.5 Notices**

All notices, consents, and communications required or permitted under these Terms shall be in writing and deemed duly given:

(a) If by TravelBuddyCore.INC: when posted on the Platform, sent by email to the email address on your Account, or delivered via in-app notification;

(b) If by you: only when sent to TravelBuddyCore.INC's designated contact address in clause 15 by (i) registered mail, (ii) reputable courier with delivery confirmation, or (iii) email with a verifiable delivery receipt and a physical follow-up copy;

(c) Notices shall be deemed received on the earlier of actual receipt or three (3) Business Days after dispatch by reputable courier or registered post.

### **13.6 Survival**

All provisions of these Terms that by their nature should survive termination or expiration shall so survive, including but not limited to provisions governing intellectual property, license restrictions, disclaimers, limitations of liability, indemnities, governing law, dispute resolution, and this Clause 13.

### **13.7 Interpretation**

(a) Clause headings are for convenience only and shall not affect the interpretation of any provision.

(b) References to “including” or “e.g.” mean “including, without limitation.”

(c) Any ambiguity shall not be interpreted against the drafter. You acknowledge that you have had the opportunity to seek legal counsel before agreeing to these Terms.

## **14. AMENDMENTS**

### **14.1 Right to Amend**

TravelBuddyCore.INC reserves the exclusive and unilateral right, at any time and for any reason, to revise, amend, supplement, modify, or replace these Terms in whole or in part (each an “Amendment”), including without limitation to reflect:

- (a) Changes in Applicable Law, regulatory guidance, or court decisions;
- (b) Modifications to the Services, features, or pricing structure;
- (c) Commercial considerations, business model updates, or risk mitigation strategies;
- (d) Enhancements in technology, data practices, or security protocols; or
- (e) Changes in contractual relationships with third-party service providers or partners.

### **14.2 Method of Notice**

Any Amendment shall be communicated to Users using one or more of the following mechanisms, at TravelBuddyCore.INC’s discretion:

- (a) Posting the updated version of the Terms to the Platform, with a prominent indicator (e.g., “Last Updated” date);
- (b) Emailing notice to the email address associated with your Account;
- (c) Presenting the updated Terms through an in-app notification, banner, or interstitial message requiring acknowledgment;
- (d) Any other method reasonably calculated to provide effective notice under the circumstances.

### **14.3 Effective Date of Amendments**

Unless expressly stated otherwise in the Amendment, all changes shall become effective on the date of publication. Continued use of the Platform or Services after such date shall constitute:

- (a) Your full acceptance of and agreement to be bound by the revised Terms, including any incorporated policies;
- (b) A waiver of any objection to such changes; and
- (c) An affirmation that you have reviewed and understood the updated Terms.

#### **14.4 Right to Decline Amended Terms**

If you do not agree to any Amendment, your sole and exclusive remedy is to cease using the Platform and close your Account in accordance with Clause 6. You shall not be entitled to any refund of fees paid for Premium Services or otherwise, except as expressly required by Applicable Law.

#### **14.5 No Retroactive Changes to Material Obligations**

Notwithstanding the foregoing, no Amendment shall retroactively alter your material obligations, rights, or liabilities under these Terms in a manner that would materially prejudice you without either:

- (a) Your explicit written consent; or
- (b) Reasonable advance notice and an opportunity to terminate your Account and Services without penalty prior to the effective date of such Amendment.

#### **14.6 Binding Effect**

You acknowledge and agree that TravelBuddyCore.INC's right to unilaterally amend these Terms is a material, bargained-for condition of your access to the Platform. Any challenge to the enforceability of an Amendment must be brought within thirty (30) calendar days of its effective date, and failure to do so shall constitute a waiver of such challenge.

### **15. CONTACT INFORMATION**

#### **15.1 Official Communication Channels**

All formal notices, legal inquiries, rights requests, and communications relating to these Terms & Conditions, including but not limited to data subject rights under Applicable Law, billing disputes, intellectual property concerns, or breach reports, must be submitted to TravelBuddyCore.INC through one of the following official channels:

(a) Email (Primary Contact):  
support@travelbuddycore.inc

(b) Telephone (For Urgent Operational Issues Only):  
+977-1-XXXXXXX

Availability: Monday to Friday, 10:00 a.m. to 5:00 p.m. (Kathmandu Standard Time), excluding Nepal public holidays.

(c) Physical Mail:  
Legal Department  
TravelBuddyCore.INC  
Pokhara Metropolitan City, Ward No. [12],  
Province No. 4, Nepal  
(Please mark “Legal Notice – URGENT” on the envelope for time-sensitive submissions.)

## **15.2 Notice Format & Requirements**

To be legally effective, any notice, request, or dispute submitted by you must:

- (a) Clearly identify your full name, registered email address, and Account ID (if applicable);
- (b) State the specific clause or legal right invoked, and provide a detailed explanation of the facts, supporting documents, and requested resolution;
- (c) Be sent using a verifiable communication method (e.g., email with delivery/read receipt, registered mail, or courier with delivery confirmation);
- (d) Be written in English or Nepali. Communications in any other language may be returned unprocessed.

## **15.3 No Informal Waiver or Binding Effect**

Communications via social media, messaging platforms (e.g., WhatsApp, Viber), informal email, or calls outside the listed channels shall not constitute official notice to TravelBuddyCore.INC and shall not give rise to any legal obligation, waiver, or binding agreement unless expressly acknowledged in writing by an authorized representative.

## **15.4 Time of Receipt**

Notices shall be deemed received:

- (a) If delivered via email: at the time of delivery confirmation, unless sent outside Business Hours, in which case it shall be deemed received at 10:00 a.m. on the next Business Day;
- (b) If sent via registered mail or courier: on the date indicated in the delivery confirmation receipt;
- (c) If refused, undeliverable, or returned unclaimed: on the date of attempted delivery, as recorded by the delivery service.

## **15.5 Acknowledgment of Responsibility**

You acknowledge that it is your responsibility to ensure your contact information in your Account remains accurate and current. TravelBuddyCore.INC shall not be liable for any consequence arising from your failure to receive notices due to outdated, incorrect, or misconfigured contact details.