

## Business Partnership Agreement

### Static Terms & Conditions

For EaseMyTrip.com – Travel & Tourism Sector

Version 1.0 |

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#### 1. Parties

This Business Partnership Agreement ("Agreement") is made between:

- **EaseMyTrip.com**, hereinafter referred to as the "Seller" or "EaseMyTrip," a travel and tourism service provider operating on the ONDC platform; and
  - **Buyers**, registered users of ONDC-enabled buyer applications, collectively referred to as "Buyers" or "Consumers."
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#### 2. Purpose

The purpose of this Agreement is to define the static terms, roles, responsibilities, and conditions governing the commercial relationship between EaseMyTrip and Buyers transacting through the ONDC network for travel and tourism services.

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#### 3. Scope of Services

- **Travel Services Offered:** Includes but is not limited to airline ticket bookings, hotel reservations, bus ticketing, holiday packages, and ancillary travel services.
  - **Service Delivery:** EaseMyTrip agrees to provide travel services through ONDC protocols, ensuring real-time availability, pricing, and booking confirmation.
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#### 4. ONDC Protocol Compliance

- All transactions between Buyers and EaseMyTrip shall adhere strictly to the ONDC protocol specifications for buyer-seller interactions.
  - EaseMyTrip shall maintain API compatibility, data formats, and communication standards as defined by ONDC.
  - Real-time updates related to order status, cancellations, refunds, and payouts must be shared promptly with ONDC buyer applications.
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#### 5. Order Management

- **Order Confirmation:** EaseMyTrip shall confirm or reject travel bookings within [1 hour] of order placement.
- **Inventory Management:** Availability and pricing must be accurate and synchronized in real time.

- **Order Amendments:** Permitted as per service provider policies and subject to availability.
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## **6. Pricing and Taxation**

- Prices displayed on the ONDC buyer app shall include all applicable taxes (GST, cess, fees).
  - Any additional charges (e.g., service fees, cancellation penalties) shall be disclosed clearly before order confirmation.
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## **7. Cancellations and Refunds**

- Cancellations are governed by the policies of the respective travel service providers (airlines, hotels, bus operators).
  - Buyers may initiate cancellation requests via ONDC buyer apps; EaseMyTrip shall process cancellations promptly.
  - Refunds shall be processed within [7-15] business days after cancellation confirmation, subject to service provider rules.
  - Non-refundable bookings must be clearly communicated to buyers prior to confirmation.
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## **8. Invoice Generation and Management**

- EaseMyTrip shall generate electronic invoices compliant with statutory requirements at the time of booking confirmation.
  - Invoices will include all components: base price, taxes, fees, and applicable surcharges.
  - Buyers shall have access to invoices via the buyer app and email.
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## **9. Payments and Settlements**

- Payments are collected through ONDC-integrated payment gateways.
  - EaseMyTrip shall receive payouts as per ONDC settlement cycles, generally within [T+1] business days post fulfilment.
  - Sub-vendor payments (e.g., to airlines, hotels) are the responsibility of EaseMyTrip.
  - Disputes related to payments or chargebacks shall be resolved in coordination with ONDC payment gateways.
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## **10. Dispute Resolution**

- Buyers may raise disputes through the buyer app or EaseMyTrip's customer support.
- EaseMyTrip commits to respond to disputes within [3] business days.

- Unresolved disputes can be escalated through ONDC's formal dispute resolution mechanisms.
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#### **11. Data Privacy and Security**

- EaseMyTrip shall comply with applicable data protection laws (e.g., IT Act, GDPR).
  - Buyer data will be processed only for service fulfillment and will be protected against unauthorized access.
  - Both parties shall implement security best practices for data exchange via ONDC protocols.
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#### **12. Liabilities and Indemnity**

- EaseMyTrip is responsible for the accuracy and timely fulfillment of the travel services offered.
  - EaseMyTrip shall not be liable for force majeure events affecting service delivery.
  - Both parties agree to indemnify and hold harmless each other against losses arising from breach of this Agreement or negligence.
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#### **13. Operational Standards**

- EaseMyTrip commits to maintaining platform availability at or above 99.5%.
  - All buyer communications, including booking confirmations and service updates, shall be delivered in real time.
  - EaseMyTrip shall maintain compliance with ONDC's operational audit and quality standards.
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#### **14. Term and Termination**

- This Agreement is valid from the Effective Date and shall continue until terminated by either party with [30] days written notice.
  - Termination does not affect pending transactions or obligations accrued prior to termination.
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#### **15. Governing Law and Jurisdiction**

- This Agreement shall be governed by and construed in accordance with the laws of India.
  - Any disputes arising hereunder shall be subject to the exclusive jurisdiction of courts in [New Delhi].
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#### **16. Miscellaneous**

- Any amendments to this Agreement shall be made in writing and agreed upon by both parties.
- Neither party shall assign this Agreement without prior written consent.