

THE TERMS AND CONDITIONS ("AGREEMENT") ARE AN ELECTRONIC RECORD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000 AND RULES THEREUNDER (AS APPLICABLE AND AMENDED) AND OTHER PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

## INTRODUCTION

1. This is legal and binding agreement between you, the User (also referred to as "you") of the Website, as defined below, and ODO India Private Limited (hereinafter referred to as "ODO", "we", "us") stating the terms that govern use of the website [www.ODOwholesale.com](http://www.ODOwholesale.com) and/or any software program provided by ODO (collectively referred to as the "Website") and the information and services contained therein and provided and operated by ODO ("Services").
2. You may create and hold one user account ("Account") only. You will be responsible for maintaining confidentiality of the Account, password, and restricting access to your computer, and you hereby accept responsibility and liability for all activities that occur under your Account. Each Account is non-transferable and may not be sold, traded, combine or otherwise shared with any other person.
3. ODO reserves the right to revise or amend the terms and conditions of this Agreement at any time by posting any changes or the revised Agreement on any Website and with immediate effect. Each User agrees to visit the Website regularly for changes made to this Agreement and agrees that the same shall be binding on the User(s).
4. ODO makes no representations that the Website operates (or is legally permitted to operate) in all geographic areas, or that the Website and/or Service are appropriate or available for use in other locations. If the User chooses to access the Website, the User hereby agrees and acknowledges that the User does so on their own initiative and at their own risk and that the User is solely responsible for compliance with all applicable laws.

## ACKNOWLEDGMENT

1. These are the Terms and Conditions governing the use of the Website and the agreement that operates between You and ODO. These Terms and Conditions set out the rights and obligations of all Users regarding the use of the Website. All rights and

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

2. Any person ("User") who inquiries about or avails any services of ODO through its website, salespersons, offices, branch offices, agents, social media, etc. (all the aforesaid collectively referred to as "Service Channels") agree to be governed by this Agreement.
3. The User must be atleast 18 years of age and must possess the legal authority to enter into an agreement so as become a User and use the services of ODO. If you are a minor or are below the age of 18 years, you shall not register as a User of the Website and shall not transact on or use the Website. If you are a minor, please register through your parent/guardian.
4. Before using any Service Channels or procuring the services of ODO, the Users shall compulsorily read and understand this Agreement, and shall be deemed to have accepted this Agreement as a binding document that governs User's dealings and transactions with ODO. If the User does not agree with any part of this Agreement, then the User must not avail ODO's Services and must not access or approach the Service Channels of ODO.
5. ODO reserves the right, at its discretion, to change, modify, add, or remove portions of this Agreement at any time by posting the amended Agreement. Please check this Agreement periodically for changes. Your continued use of the Website after the posting of changes constitutes your binding acceptance of such changes. In addition, when using Website, you may be subject to any posted guidelines or rules applicable to the Website. All such guidelines or rules are hereby incorporated by reference into the Agreement.

## **CONTENT**

1. All content provided through various Service Channels, including but not limited to audio, images, software, text, icons and such similar content ("Content"), are registered by ODO and protected under applicable intellectual property laws. User cannot use this Content for any other purpose, except as specified herein.
2. User agrees to follow all instructions provided by ODO which will prescribe the way such User may use the Content.
3. There are a number of proprietary logos, service marks and trademarks displayed on the Website and through other Service Channels of ODO, as may be applicable. ODO does not grant the User a license, right or authority to utilize such proprietary logos,

service marks, or trademarks in any manner. Any unauthorized use of the Content will be in violation of the applicable law.

## **WEBSITE**

1. The Website is meant to be used by bonafide User(s) for a lawful use.
2. User shall not distribute exchange, modify, sell or transmit anything from the Website, including but not limited to any text, images, audio and video, for any business, commercial or public purpose.
3. The Agreement grants a limited, non-exclusive, non-transferable right to use this Website as expressly permitted in this Agreement. The User agrees not to interrupt or attempt to interrupt the operation of the Website in any manner whatsoever.
4. Access to certain features of the Website may only be available to registered User(s). The process of registration may require the User to answer certain questions or provide certain information that may or may not be personal in nature. Some such fields may be mandatory or optional. User represents and warrants that all information supplied to ODO is true and accurate.
5. ODO reserves the right, in its sole discretion, to terminate the access to the Website and the services offered on the same or any portion thereof at any time, without notice, for general maintenance or any other reason whatsoever.
6. ODO will always make its best endeavours to ensure that the content on its websites or other sales channels are free of any virus or such other malwares. However, any data or information downloaded or otherwise obtained through the use of the Website, or any other Service Channel is done entirely at the User's own discretion and risk, and they will be solely responsible for any damage to their computer systems or loss of data that may result from the download of such data or information.
7. ODO reserves the right to periodically make improvements or changes in its Website at any time without any prior notice to the User. User(s) are requested to report any content on the Website, which is deemed to be unlawful, objectionable, libelous, defamatory, obscene, harassing, invasive to privacy, abusive, fraudulent, against any religious beliefs, spam, or is violative of any applicable law to [feedback@ODOindia.com](mailto:feedback@ODOindia.com). On receiving such report, ODO reserves the right to investigate and/or take such action as ODO may deem appropriate.
8. User(s) shall not host, display, upload, publish, transmit or share any information on ODO's Website which:

1. belongs to another person and to which the User does not have any right;
2. is obscene, pornographic, paedophilic, invasive of another's privacy including bodily privacy, insulting or harassing on the basis of gender, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence;
3. is harmful to child;
4. infringes any patent, trademark, copyright or other proprietary rights;
5. deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any misinformation or information which is patently false and untrue or misleading in nature;
6. impersonates another person;
7. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence, or prevents investigation of any offence, or is insulting other nation;
8. contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of ODO's website;
9. violates any law for the time being in force.

#### **LIMITED LIABILITY OF ODO**

1. Unless ODO explicitly acts as a reseller in certain scenarios, ODO always acts as a facilitator by connecting the User with the respective service providers and government agencies like airlines, hotels, restaurants, bus operators, etc. (collectively referred to as "Service Providers"). ODO's liability is limited to providing the User assistance with the bookings, visa appointments, passport appointment as selected by the User.
2. Any issues or concerns faced by the User at the time of availing any such services shall be the sole responsibility of the Service Provider. ODO will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence on part of any Service Provider.
3. Unless explicitly committed by ODO as a part of any product or service:

1. ODO assumes no liability for the standard of services as provided by the respective Service Providers.
2. ODO provides no guarantee with regard to their quality or fitness as represented.
3. ODO doesn't guarantee the availability of any services as listed by a Service Provider.
4. By availing any Services, User understands ODO merely facilitates booking of services and appointments and the ultimate liability rests on the respective Service Provider and not ODO. Thus, the ultimate contract of service is between User and Service Provider.

#### **USER'S RESPONSIBILITY**

1. Users are advised to check the description of the services carefully before placing any request for any services (each an 'Order'). User(s) agree to be bound by all the conditions as contained in order confirmation or as laid out in the confirmed booking voucher. These conditions are also to be read in consonance with the Agreement.
2. If a User intends to make a request for an Order on behalf of another person, it shall be the responsibility of the User to inform such person about the terms of this Agreement, including all rules and restrictions applicable thereto.
3. The User undertakes to abide by all procedures and guidelines, as modified from time to time, in connection with the use of the Website available through ODO. The User further undertakes to comply with all applicable laws, regulations, orders, directions etc. issued by either the Central Government, State Government, District Authorities or any other statutory body empowered to do so w.r.t use of services or for each transaction.
4. The services are provided on an "as is" and "as available" basis. ODO may change the features or functionality of the services being provided at any time, in its sole discretion, without any prior notice. ODO expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, reasonably fit for all purposes. No advice or information, whether oral or written, which the User obtains from ODO or through the services opted shall create any warranty not expressly made herein or in the terms and conditions of the services.

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

## **SECURITY AND ACCOUNT RELATED INFORMATION**

1. While registering on the Website, the User will have to choose a password to access that User's account and User shall be solely responsible for maintaining the confidentiality of both the password and the account as well as for all activities on the account. It is the duty of the User to notify ODO immediately in writing of any unauthorized use of their password or account or any other breach of security. ODO will not be liable for any loss that may be incurred by the User as a result of unauthorized use of the password or account, either with or without the User's knowledge. The User shall not use anyone else's account at any time.
2. ODO keeps all the data in relation to credit card, debit card, bank information etc. secured and in an encrypted form in compliance with the applicable laws and regulations. However, for cases of fraud detection, offering bookings on credit (finance) etc., ODO may at times verify certain information of its Users like their credit score, as and when required. Additionally, ODO may share your Personal Information in an anonymized and/ or aggregated form with a third party that ODO may engage to perform certain tasks on its behalf, including but not limited to payment processing, data hosting, data processing, credit score and assessing credit worthiness for offering bookings on credit in accordance with the applicable laws.
3. User understands that any information that is provided to this Website may be read or intercepted by others due to any breach of security at the User's end. ODO adopts the best industry standard to secure the information as provided by the User. However, ODO cannot guarantee that there will never be any security breach of its systems which may have an impact on User's information too.
4. The data of the User as available with ODO may be shared with concerned law enforcement agencies for any lawful or investigation purpose without the consent of the User.

## **FEES AND PAYMENT**

1. In addition to the cost of booking as charged by the Service Providers, ODO reserves the right to charge certain fees in the nature of convenience fees or service fees.

ODO further reserves the right to alter any and all fees from time to time. Any such additional fees, including fee towards any modifications thereof, will be displayed to the User before confirming the booking or collecting the payment from such User.

2. In cases of short charging of the booking amount, taxes, statutory fee, convenience fee etc., owing to any technical error or other reason, ODO shall reserve the right to deduct, charge or claim the balance amount from the User and the User shall pay such balance amount to ODO. In cases where the short charge is claimed prior to the utilization of the service, ODO will be at liberty to cancel such bookings if the amount is not paid before the utilization date.
3. Any increase in the price charged by ODO on account of change in rate of taxes or imposition of new taxes, levies by Government shall have to be borne by the User. Such imposition of taxes, levies may be without prior notice and could also be retrospective but will always be as per applicable law.
4. In the rare circumstance of an Order not getting confirmed in the event ODO has not applied for the visa in a timely manner, ODO will process the refund of the amount paid by the User and intimate the User about the same. ODO is not under any obligation to provide an alternate Order in lieu of or to compensate or replace the unconfirmed Order. All subsequent Orders will be treated as new transactions. Any applicable refund will be processed as per the defined policies of the service provider and ODO as the case may be.
5. The User shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the service, as per the applicable laws.
6. The User agrees and understands that all payments shall only be made to bank accounts of ODO via UPI, Net Banking, Bank transfer and/or such other payment methods as may be available at the relevant time on the Website. ODO or its agents, representatives or employees shall never ask a customer to transfer money to any private account or to an account not held in the name of ODO. The User agrees that if that user transfers any amount against any Order or transaction to any bank account that is not legitimately held by ODO or to any personal account of any person, ODO shall not be held liable for the same. User shall not hold any right to recover from ODO any amount which is transferred by the User to any third party.
7. The User will not share his personal sensitive information like credit/debit card number, CVV, OTP, card expiry date, user IDs, passwords etc. with any person including the agents, employees or representatives of ODO. The User shall immediately inform ODO if such details are demanded by any of its agents' employees or representatives. ODO shall not be liable for any loss that the User incurs for sharing the aforesaid details.

8. Orders placed by the User through ODO are subject to the applicable cancellation policy as communicated to the Users.
9. ODO provides various modes of making payments on the Website for transacting, like UPI, Credit/Debit Cards of various banks, Net Banking facility of all major banks, ODO and third party Wallets, Gift Cards, EMI and more. The applicable convenience fee will be charged to customer as per the respective mode of payment.
10. GST will be charged as per the applicable government regulations and GST compliance.
11. In case of refund GST tax amount is non-refundable.
12. Visa fee and VFS/OFC/Third party fee paid on behalf of applicant are non-refundable in nature once visa application submission is complete.
13. ODO reserves all rights to make final decision related to any refund related disputes.

#### **CONSENT TO COMMUNICATION BY ODO**

1. ODO will send booking confirmation, itinerary information, cancellation, payment confirmation, refund status, schedule change or any such other information relevant for the Order or any service requested by the User, via SMS, internet-based messaging applications like WhatsApp, voice call, e-mail or any other alternate communication detail provided by the User at the time of booking.
2. The User hereby unconditionally consents that such communications via SMS, internet-based messaging applications like WhatsApp, voice call, email or any other mode by ODO are:
  1. upon the request and authorization of the User;
  2. "transactional" and not an "unsolicited commercial communication" as per the guidelines of Telecom Regulation Authority of India (TRAI), and
  3. in compliance with the relevant guidelines of TRAI or such other authority in India and abroad.

#### **INSURANCE**

Insurance, if any provided as a part of the service by ODO shall be as per the terms and conditions of the third-party insurance company. ODO merely acts as a facilitator in



connecting the User with insurance company. The User shall contact the insurance company directly for any claims or disputes. ODO shall not be held liable in case of partial acceptance or denial of the claims by the insurance company.

## **FORCE MAJEURE**

1. There can be exceptional circumstances where ODO and / or the Service Providers may be unable to honour the confirmed Orders due to various reasons like act of God, labor unrest, insolvency, a pandemic, an epidemic, business exigencies, government decisions, terrorist activity, any operational and technical issues, route and flight cancellations, etc. or any other reason beyond the control of ODO. If ODO has advance knowledge of any such situations where dishonor of bookings may happen, it will make its best efforts to provide similar alternative to the User or refund the amount after deducting applicable service charges, if supported and refunded by that respective service operators. The User agrees that ODO being merely a facilitator of the services Ordered, cannot be held responsible for any such Force Majeure circumstance. The User has to contact the Service Provider directly for any further resolutions and refunds.
2. The User agrees that in the event of non-confirmation of booking due to any technical reasons (like network downtime, disconnection with third party platforms such as payment gateways, banks etc.) or any other similar failures, ODO's obligation shall be limited refunding the booking amount, if any, received from the customer. Such refund shall completely discharge ODO from all liabilities with respect to that transaction. Additional liabilities, if any, shall be borne by the User.
3. In no event shall ODO and be liable for any direct, indirect, punitive, incidental, special or consequential damages, and any other damages like damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Website or any other Service Channel.

## **LINK TO THIRD PARTY SITES**

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

2. ODO is not responsible for any errors, omissions or representations on any of its pages, links or any linked website pages to the extent such information is updated or provided directly by the Service Providers or the advertisers.
3. ODO does not endorse any advertisers on its Website, or any linked sites in any manner. The Users are requested to verify the accuracy of all information provided on the third-party web pages.
4. The linked sites are not under the control of ODO and hence ODO is not responsible for the contents of any linked site(s) or any further links on such site(s), or any changes or updates to such sites. ODO is providing these links to the Users only as a convenience.

## **RIGHT TO REFUSE**

1. ODO at its sole discretion reserves the right to not accept any booking without assigning any reason thereof.
2. ODO will not provide any service or share confirmed Order details till such time the complete consideration is received from the User.
3. In addition to other remedies and recourse available to ODO under this Agreement or under applicable law, ODO may limit the User's activity, warn other users of the User's actions, immediately suspend or terminate the User's registration, or refuse to provide the User with access to the Website if:
  1. The User is in breach of this Agreement; or
  2. ODO is unable to verify or authenticate any information provided by the User; or
  3. ODO believes that the User's actions may infringe on any third-party rights or breach any applicable law or otherwise result in any liability for the User, other users of ODO, or ODO itself.
4. Once a User has been suspended or terminated, such User shall not register or attempt to register with ODO with different credentials, or use the Website in any manner whatsoever until such User is reinstated by ODO. ODO may at any time in its sole discretion reinstate suspended users.
5. If a User breaches this Agreement, ODO reserves the right to recover any amounts due to be paid by the User to ODO, and to take appropriate legal action as it deems necessary.

6. The User shall not write or send any content to ODO which is, or communicate with ODO using language or content which is:
  1. abusive, threatening, offensive, defamatory, coercive, obscene, belligerent, glorifying violence, vulgar, sexually explicit, pornographic, illicit or otherwise objectionable;
  2. contrary to any applicable law;
  3. violates third parties' intellectual property rights;
  4. a spam; or
  5. in breach of any other part of these terms and conditions of use.
7. If the User violates any of the aforesaid terms, ODO shall be at liberty to take appropriate legal action against the User.

#### **RIGHT TO CANCEL**

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

1. In case ODO discovers or has reasons to believe at any time during or after receiving a request for services from the User that the request for services is either unauthorized or the information provided by the User or any of the travellers is not correct or that any fact has been misrepresented by that User, ODO shall be entitled to appropriate legal remedies against the User, including cancellation of the bookings, without any prior intimation to the User. In such an event, ODO shall not be responsible or liable for any loss or damage that may be caused to the User or any other person in the Order, as a consequence of such cancellation of Order or services.
2. If any judicial, quasi-judicial, investigation agency, government authority approaches ODO to cancel any Order, ODO will cancel the same without approaching the concerned User whose Order has been cancelled.
3. The User shall not hold ODO responsible for any loss or damage arising out of measures taken by ODO for safeguarding its own interest and that of its genuine customers. This would also include ODO denying or cancelling any Orders on account of suspected fraud transactions.

## **INDEMNIFICATION**

1. The User agrees to indemnify, defend and hold harmless ODO, its affiliates and their respective officers, directors, lawful successors and assigns from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by such indemnified persons, that arise out of, result from, or may be payable by virtue of, any breach of any representation or warranty provided by the User, or non-performance of any covenant by the User.
2. The User shall be solely liable for any breach of any country specific rules and regulations or general code of conduct and ODO cannot be held responsible for the same.

## **MISCELLANEOUS**

1. **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.
2. **JURISDICTION:** This Agreement is subject to interpretation as per the laws of India, and the parties shall refer any unresolved disputes to the exclusive jurisdiction of courts in Delhi.
3. **AMENDMENT TO THE AGREEMENT:** ODO reserves the right to change the Agreement from time to time. The User is responsible for regularly reviewing the Agreement.
4. **CONFIDENTIALITY:** Any information which is specifically mentioned by ODO as confidential shall be maintained confidentially by the User and shall not be disclosed unless as required by law or to serve the purpose of this User Agreement and the obligations of both the parties herein.
5. **FEEDBACK FROM CUSTOMER:** ODO would like to know the feedback of the Users for improving its services. The User hereby authorizes ODO to contact the User for their feedback on various services offered by ODO. Such feedback may be collected through emails, telephone calls, SMS or any other medium from time to time. In case the User chooses not to be contacted, such User shall write to ODO for specific exclusion at [feedback@ODOwholesale.com](mailto:feedback@ODOwholesale.com)

6. **PRIVACY POLICY:** User shall also refer to ODO's Privacy Policy available on ODO's Website which governs use of the Website. By using the Website, User agrees to the terms of the Privacy Policy and accordingly consents to the use of the User's personal information by ODO and its affiliates in accordance with the terms of the Privacy Policy.
7. **GRIEVANCE REDRESSAL:** ODO strongly believes in resolving the issues raised by the User(s). In the event if user feels that its concern has not been resolved to its satisfaction, User may contact our grievance officer, who shall endeavour to redress the concern within 30 days from the date of escalation. To reach the grievance officer please use this link to submit the details. User(s) are advised to escalate to the grievance officer only when they have already raised their complaint which has not been resolved to their satisfaction, or their concern has not been resolved within 30 days from the date of ticket generation. User(s) will be required to share their Order reference number generated for their complaint, for any escalations to the Grievance Officer.

In compliance of the Information Technology Act, 2000 and rules made thereunder and also in compliance of the Consumer Protection (E-Commerce) Rules, 2025.

#### **ADDITIONAL TERMS FOR VISA SERVICES**

1. ODO solely acts as a facilitator for visa processing and is not responsible for grant or rejection of User(s) visa in any manner whatsoever. Issuance of visa is a sole decision of concerned embassy. ODO has no role in either assessing or processing the visa application. Such approval or rejection depends on multiple a lot of factors, such as the information provided by User, current or previous nationality, place of application of visa, residence, gender, age, profession, recent travel and religion.
2. Services offered by ODO should not be considered or construed as Visa advisory or consultancy in any manner as it acts on the instruction of the User. User understands that he is solely liable to understand the requirement of Visa to undertake his travel booked for the desired destination country/countries and then instruct ODO accordingly to initiate the Visa application process.
3. ODO's role is limited to informing the User about the documentary requirements for applying for a visa of a specific country or jurisdiction, collecting those documents as provided by the User, and submitting those documents to the respective embassy or high commission. Such requirements for making a visa application (including, but not limited to, documentation, fees and time frames) are provided by ODO on the basis

of the information provided by the respective embassy or high-commission. ODO cannot and will not advise on the merit, completeness, or the suitability of the documents, or the likelihood of approval or rejection of the visa being applied for.

4. It is User's responsibility to approach ODO for application of Visa in a time bound manner so as to secure Visa prior to the date of departure.
5. Each country has varying requirements for passport and visa. For instance, certain nations require a minimum number of blank pages in succession or certain minimum balance period of validity of the passport. These requirements are established by those respective countries and are subject to change without notice. While ODO will make best efforts to ensure that its User(s) are given, correct and updated information, there may be instances where the requisite information is not made available to ODO, as a result of which ODO may not be able to provide the same to its customers. In such cases, ODO will not be held responsible for any inaccuracy in such information.
6. On the User's behalf, the concerned consulate, embassy or high commission, may call the User for a face to face interview, at its sole discretion. ODO shall have no role to play in this process.
7. ODO may also appoint third party vendors for the visa application process for different countries. Such third-party vendors will be responsible for applying for the visa of User(s) for the respective countries they have been appointed for.
8. ODO shall not be held liable if the passport of the User during the processing of visa is damaged, lost in transit or misplaced by the logistics service provider.
9. ODO shall not be held liable for the acts and omissions of any consulate, embassy, authorities in delaying or not issuing the visa for any reason whatsoever. ODO also cannot be held liable for any incidental cost/expenses in connection thereto incurred by the User. In certain instances, even when a visa is issued, the User may be denied entry as it is the local immigration authorities which have a final say on entry decision.
10. By engaging ODO to facilitate the process of visa application, User authorizes ODO to file necessary visa application along with visa fees, embassy charges on his/ her behalf to concerned embassy.
11. The User undertakes to provide the documents required for the processing of the visa, promptly to ODO. The User further undertakes that the documents submitted are genuine and further the information provided by the customer is true and correct. ODO shall bear no responsibility to verify the genuineness of the documents, or the information provided.

12. User(s) are also required to provide to ODO all necessary and correct information, to allow ODO to submit application for visa processing. Such information may include, but is not limited to, the User name, address, contact details, holiday destination, and any other information which ODO considers necessary for the purpose of processing the User's visa application.

## General Terms & Conditions

These Terms and Conditions ("Agreement") govern the provision of visa concierge and related services ("Services") by ODO ("we," "us," or "our") to the business entity ("Customer," "you," or "your") that has agreed to use our services, as detailed on our website or through separate contractual agreements.

By using our Services, you agree to comply with and be bound by these Terms and Conditions. If you do not agree to these terms, you should not use our Services.

### 1. Services Provided

We agree to provide the Services to you as described on our website or in any separate agreement, proposal, or contract. The scope of the Services may be modified from time to time and will be outlined in the applicable service agreement or order form.

The role of ODO is limited to providing visa concierge services and granting of visa is at the sole discretion of the Embassy/Mission. ODO has no role to play in the grant or refusal of visa by the Embassy/Mission and it accepts no responsibility or liability for delay in processing of visa application or grant or rejection of the visa application by the Embassy/Mission.

In certain cases, ODO may act as a passthrough agent for collection and payment of the Embassy Fees and the Embassy Designate Entity ("EDE") Fees to the EDE from the Customer. It is the Customer who will be responsible for in-turn collecting the same from its clients.

ODO only acts in a representative capacity while applying for the services provided by EDE. ODO shall not be responsible for monitoring the service parameters and evaluation parameters, for the services provided by the EDE. ODO shall be an independent service provider and is responsible to the Customer only for its Services. ODO neither intends to hold nor holds any rights or obligations in respect of any services provided by the EDE.

### 2. Account Setup and Access

To use certain Services, you may be required to create an account or provide certain information about your business. You agree to provide accurate, complete, and current information, and you are responsible for maintaining the confidentiality of your account credentials. You are solely responsible for all activity that occurs under your account.

### 3. Fees and Payment

The fees for the Services will be as specified in the applicable agreement or order form. All payments are due as outlined in the invoice or payment terms, and you agree to pay any applicable taxes. The parties shall be liable to pay their respective taxes and other statutory payments in respect of their business that may be relevant.

Late payments may incur interest at the rate of [2]% per month, or the maximum rate permitted by law. If your account remains unpaid for more than [30] days, we reserve the right to suspend the Services until payment is made.

There will be no refund of fees for service rendered under any circumstances including in case of any rejection of visa application by the Embassy/Mission.

Apart from its service fee for the Services provided by ODO, ODO will collect the actual amount (Visa Fees and EDE Fees) to be paid to the EDE as a part of the application process.

### 4. Service Availability and Support

We will provide the Services as specified in the applicable agreement or service description. We may provide customer support in accordance with the separately agreed-upon terms.

### 5. Intellectual Property Rights

Unless otherwise stated, all intellectual property rights in the Services, including software, content, trademarks, logos, and proprietary materials, remain with ODO.

### 6. Confidentiality

Both parties agree to keep confidential all proprietary and confidential information disclosed during the course of this Agreement, including business practices, pricing, trade secrets, and any other non-public information. This obligation will survive termination of this Agreement.

### 7. Data Protection and Privacy

The Customer agrees to comply with all applicable data protection and privacy laws in relation to any personal data shared with us in connection with the Services. We will handle and process personal data in accordance with our Service requirements and Privacy Policy. The Customer is responsible for obtaining any necessary consents and authorizations from individuals/clients whose data is shared with us.

### 8. Limitation of Liability

To the fullest extent permitted by law, our liability for any claims arising from or related to this Agreement shall be limited to the amount paid by the Customer for the specific Services giving rise to the claim. In no event shall we be liable for any indirect, consequential, incidental, special, or punitive damages, including loss of profits, data, or business opportunities, even if we were advised of the possibility of such damages.



## 9. Indemnification

The Customer agrees to indemnify and hold ODO harmless from and against any claims, damages, losses, or expenses (including legal fees) arising from the Customer's use of the Services, violation of this Agreement, or infringement of any third-party rights.

## 10. Term and Termination

This Agreement will remain in effect until completion of the Services under the applicable agreement or order form or if terminated earlier. We may terminate this Agreement immediately if the Customer breaches any material terms, including failure to pay fees or violation of intellectual property rights. Upon termination, the Customer must return or destroy any confidential information provided by us.

## 11. Force Majeure

Neither party shall be liable for failure to perform its obligations under this Agreement if such failure is caused by events beyond its reasonable control, including but not limited to natural disasters, war, terrorism, strikes, and government regulations.

## 12. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of India. Any disputes arising from or related to this Agreement shall be subject to the exclusive jurisdiction of the courts of Mumbai, India.

## 13. Changes to These Terms

We reserve the right to update or modify these Terms and Conditions at any time. Any changes will be effective immediately upon posting on our website, and it is your responsibility to review these terms regularly. Continued use of the Services after changes are posted constitutes your acceptance of the updated Terms and Conditions.

## 14. Miscellaneous

- Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements and understandings.
- Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remainder will continue in full force and effect.
- Assignment: The Customer may not assign or transfer its rights or obligations under this Agreement without our prior written consent.
- Anti Bribery: In connection with the performance of this agreement, the parties will comply with all applicable laws and regulations applicable to them from time to time concerning or relating to bribery or corruption.

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## Acceptance

By using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. If you are entering into this Agreement on behalf of a business entity, you represent that you have the authority to bind that entity to these terms.

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