

# Account Registration

**For Operators** - Tour operators that wish to take advantage of BYT services and sell their tours on the BYT.com need to first register their company with BYT.com. BYT reviews all sign up requests and assesses the compatibility of the tour operators' product with the BYT.com. This review processes assesses the product, company, market fit, bonding, safety and global reputation of the company is assessed. Upon reviewing the sign up request the BYT team informs the operator whether or not working together is possible. BYT reserves the right to decline the application at this stage, or any other, stage. If the first screening is positive, the operator will be asked to fill out a application form and submit it to the BYT team. Once this form is accepted, processed and the application is confirmed by BYT, BYT will guide the operator through the next sign up steps, which includes uploading tour listings, installation of tools like Facebook Applications and assists the operator wherever possible. BYT will start its operations only after the vendor's acceptance of BYT Terms and Conditions.

**For Travellers** - In order to access certain features of the Services and to book a Tour, you can create an account ("BYT Account") and become a Member. You may register to join the Services directly via the Site. You may also be able to register to join by logging into your account with certain third party social networking sites ("SNS") (including, but not limited to, Facebook); each such account, a "Third Party Account", via our Site or Application, as described below. As part of the functionality of the Services, you may be able to link your BYT Account with Third Party Accounts, by either :providing your Third Party Account login information to BYT through the Services; or allowing BYT to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account. You represent that you are entitled to disclose your Third Party Account login information to BYT and/or grant BYT access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating BYT to pay any fees or making BYT subject to any usage limitations imposed by such third party service providers. By granting BYT access to any Third Party Accounts, you understand that BYT may access, make available and store (if applicable) any Content that you have provided to and stored in your Third Party Account ("SNS Content") so that it is available on and through the Services via your BYT Account and BYT Account profile page. You agree that BYT may request your email address, access to photos; friends list to help verify your identity; share your updates and photos; and to be contacted by us. Unless otherwise specified in these Terms, all SNS Content, if any, will be considered to be Member Content for all purposes of these Terms. Depending on the Third Party Accounts you choose and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts may be available on and through your BYT Account on the Services. Please note that if a Third Party Account or associated service becomes unavailable or BYT's access to such Third Party Account is terminated by the third party service provider, then SNS Content may no longer be available on and through the Services. You have the ability to configure certain portions of the connection between your BYT Account and your Third Party Accounts, at any time, by accessing the "Profile" section of the Services.

PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS.

BYT makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or non-infringement and BYT is not responsible for any SNS Content. We will create your BYT Account and your BYT Account profile page for your use of the Services based upon the personal information you provide to us or that we obtain via an SNS as described above. You may not have more than one (1) active BYT Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. BYT reserves the right to suspend or terminate your

BYT Account and your access to the Services if you create more than one (1) BYT Account or if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your BYT Account, whether or not you have authorized such activities or actions. You will immediately notify BYT of any unauthorized use of your BYT Account. BYT.com performs regular backups on all servers to ensure critical files are never lost. However BYT is NOT responsible for lost data, time, income or any other resource due to faulty backups or non-existent backups. Please always backup your own data for Redundancy.

## Tour Listings

Operators may create Listings. To this end, you will be asked a variety of questions about the Tour to be listed, including, but not limited to, the location, capacity, itinerary, features, availability of the Individual / Group Tour and pricing and related rules and financial terms. Operators working with BYT are responsible for making sure that their tour listings on the BYT.com are up-to-date so that travellers who wish to book their tours are presented with correct information. Tour operators are responsible for updating their tour information - either manually using the BYT Dashboard, or by supplying the BYT team with a fully functional information over email. Listings will be made publicly available via the Services. Other Members will be able to book your Tours via the Services based upon the information provided in your Listing. You acknowledge and agree that you are responsible for any and all Listings you post. Accordingly, you represent and warrant that any Listing you post and the booking of, or Traveller taking of, a Tour in a Listing you post will not breach any agreements you have entered into with any third parties (such as any agreements with or rules of employers or local tourism agencies) and will be in compliance with all applicable laws, Tax requirements, and rules and regulations that may apply to any Group Tour included in a Listing you post, including, but not limited to, tourism, tour guide licensing laws, and other laws governing events and tours of public spaces and other venues and not conflict with the rights of third parties. Please note that BYT assumes no responsibility for an Operator's compliance with any applicable laws, rules and regulations. BYT reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that BYT, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Services. You understand and agree that BYT does not act as an insurer or as a contracting agent for you as an Operator. If a Traveller requests a booking of your Group Tour and participates in your Group Tour, any agreement you enter into with such Traveller is between you and the Traveller and BYT is not a party thereto.

Notwithstanding the foregoing, BYT serves as the limited authorized agent of the operator for the purpose of accepting payments from the traveller on behalf of the Operator and is responsible for transmitting such payments to the operator, subject to these Terms. When you create a Listing, you may also choose to include certain requirements, which must be met by the Members who are eligible to request a booking of your Tour. Any member wishing to book tours included in Listings with such requirements must meet these requirements. You acknowledge and agree that, as an operator, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who are present during the group tour at your request or invitation, excluding the traveller. BYT recommends that operators obtain appropriate insurance for their Tours. Please review any insurance policy that you may have for your tour carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of travellers while participating in your group tour.

## No Endorsement

BYT does not endorse any Members or any Tours. In addition, although these Terms require Members to provide accurate information, we do not attempt to confirm, and do not confirm, any

Member's purported identity. You are responsible for determining the identity and suitability of others who you contact via the Services. We will not be responsible for any damage or harm resulting from your interactions with other Members. By using the Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from BYT with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members via the Services regarding any bookings or Listings made by you. This limitation shall not apply to any claim by an Operator against BYT regarding the remittance of payments received from a Traveller by BYT on behalf of an Operator, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".

## Bookings and Financial Terms for Operators

All the bookings are confirmed against the inventory made available at BYT.com at a price decided by the vendor. The price and the inventory is controlled by the operator and it is the entirely the responsibility of the Operator to update any changes to the price and inventory on any specific date. All the booking are confirmed booking and has to be honoured by the Operator. If you decide to decline a booking of an Tour within the specified timeframe, any amounts collected by BYT for the requested booking will be refunded to the applicable Traveller's credit card and any pre-authorization of such credit card will be released after a proper clear email communication with the Operator and the Traveller. You understand and agree that once a Traveller requests a booking of your Group Tour, the price for such booking may not be altered after you confirm the booking without first obtaining the Travellers consent. If you have not yet confirmed the Traveller's booking you can amend the price, details, add discounts, food funds, single supplements and other local payment so long as you advise the Traveller of these changes before you confirm the booking to allow Travellers to consent to your changes.

When a booking is requested via the Services, we may share with you the first and last name of the Traveller who has requested the booking. The Deposit amount displayed on the booking page is set by you. Where applicable, Taxes may be charged in addition to the Group Tour Cost. The Group Tour Cost and applicable Taxes are collectively referred to in these Terms as the "Total Cost". The amounts due and payable by a Traveller solely relating to an Operator's Group Tour are the "Tour Cost". Please note that it is you and not BYT which determines the Tour Cost.

We are not responsible for delays in remitting Tour Fees, which can vary based on the bank, currency, location, etc. We are responsible for emailing the Traveller with a booking receipt for their payments. You are responsible for emailing any documentation, other necessary details and vouchers to the Traveller.

## Appointment of BYT as Payment Agent for Operator

Each Operator hereby appoints BYT as the Operator's limited agent solely for the purpose of collecting payments made by Travellers on behalf of the Operator through the BYT reservation system. Each Operator agrees that payment made by a Traveller to BYT shall be considered the same as a payment made directly to the Operator and the Operator will make the Group Tour available to Traveller in the agreed upon manner as if the Operator has received the Payment. In accepting appointment as the limited authorized agent of the Operator, BYT assumes no liability for any acts or omissions of the Operator. Operators acknowledge and agree that BYT reserves the right, in its sole discretion, to introduce and collect other fees from you in accordance with the Modification Section of these Terms. Please note that BYT will provide notice of new fees via the Services, prior to implementing such new features.

# Bookings and Financial Terms for Travellers

The Operators, not BYT, are solely responsible for honouring any confirmed bookings and making available any Individual / Group Tours reserved through the Services. If you, as a Traveller, choose to enter into a transaction with an Operator for the booking of a Individual / Group Tour, you agree and understand that you will be required to enter into an agreement (including releases) with the Operator and you agree to accept any terms, conditions, rules and restrictions associated with such Tour imposed by the Operator. Operators may not change the Tour Cost after a booking has been confirmed unless the Operator asks for your Consent (changes might include additional services that you request from the Operator). If a booking has not yet been confirmed by the Operator, the Operator may change the price, details, add discounts, local payments and other services requested by you but the Operator must notify you of this change and you must consent to this change before the Operator can confirm your booking. You acknowledge and agree that you, and not BYT, will be responsible for performing the obligations of any such agreements, that BYT is not a party to such agreements, and that, with the exception of its payment obligations hereunder, BYT disclaims all liability arising from or related to any such agreements. You acknowledge and agree that, notwithstanding the fact that BYT is not a party to any agreements between you and the Operator, BYT acts as the Operator's payment agent for the limited purpose of accepting payments from you on behalf of the Operator. Upon your payment of amounts to BYT which are due to the Operator, your payment obligation to the Operator is extinguished, and BYT will remit to the Operator the difference between the Tour Cost minus the Service Fee (defined below). The secure payment provider that BYT uses to process all payments is EBS or PayU.or CC Avenue.

The Booking Page for a Tour will specify the Total Cost called the Tour Cost. As noted above the Operator is required to either confirm or decline the booking. If a requested booking is cancelled (i.e. not confirmed by the applicable Operator), any amounts collected by BYT will be refunded to such Traveller, depending on the selections the Traveller makes via the Site and Application, and any pre-authorization of such Traveller's credit card will be released, if applicable, and you acknowledge we will refund these amounts as soon as possible but the speed at which these amounts are returned to your credit card is often something you will need to discuss with our bank and is not something we are responsible for.