

I. Terms of Use (also referred to as Terms & Conditions)

- (A) These terms and conditions of use ("Terms of Use") of the Website and Mobile Application between Travelibro Online Private Limited (Owner of TraveLibro and hereby referred to as Company) and the users / registrants of the Website and Mobile Application (android and IOS), ("You" or "Your" or "Yourself" or "User") describe the terms on which the TraveLibro offers you access to the Website and the Mobile Application and the Services (as defined below) through the Website and the Mobile Application. The same applies to users registered as Travel Agents, Local Guides and Tour Operators.
- (B) Please read the terms of use carefully before using or registering on the Website and/or Mobile Application or accessing any material, information or services through them. Your use of the Website and/or Mobile Application or the Services provided shall signify your acceptance of the terms of use and your agreement to be legally bound by the same.
- (C) By registering for and/or using the Service in any manner, including but not limited to visiting or browsing the Website and/or Mobile Application, you agree to all of the terms and conditions contained herein ("Terms of Use"), which also incorporate TraveLibro's Privacy Policy and all other operating rules, policies and procedures that may be published from time to time by TraveLibro, each of which is incorporated by reference and each of which may be updated by TraveLibro from time to time without notice to you. These Terms of Use apply to all users of the Service, including, without limitation, users who are contributors of content, information, and other materials or services on the Website and/or Mobile Application, individual users of the Services, businesses that access the Services, and users that have a page on the Services. TraveLibro may offer other services from time to time that are governed by different Terms of Services.

1. Definitions

- i. By "TraveLibro" we mean the legal entity of Travelibro Online Private Limited ('TraveLibro') the features and services we make available, including through (a) our website at www.Travelibro.com and any other TraveLibro branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social plugins such as the Like button, the Share button and other similar offerings and (d) other media, software (such as a toolbar), devices, or networks now existing or later developed.
- ii. By "information" we mean facts and other information about you, including actions taken by users and non-users who interact with TraveLibro.
- iii. By "content" we mean anything you or other users post on TraveLibro that would not be included in the definition of information.
- iv. By "data" or "user data" or "user's data" we mean any data, including a user's content or information that you or third parties can retrieve from TraveLibro or provide to TraveLibro through Platform.
- v. By "post" we mean post on TraveLibro or otherwise make available by using TraveLibro.
- vi. By "use" we mean use, run, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.

vii. By "application" we mean any application or website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.

2. Description of services

(a) Travelibro currently provides users with access to the travel content of regions across the world clubbed with collaborative search, trip planning, meta search engine and social networking services. You also understand and agree that the Service may include advertisements and that these advertisements are necessary for Travelibro to provide the Service.

(b) You also understand and agree that the service may include certain communications from Travelibro, such as service announcements and administrative messages and that these communications are considered part of Travelibro membership and you may be able to opt out of receiving them.

(c) Unless explicitly stated otherwise, any new features that augments or enhances the current Service, including the release of new Travelibro properties, shall be subject to this Terms of Use. You understand and agree that the Service is provided "AS-IS" and that Travelibro assumes no responsibility for the correctness, IPR, timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings etc.

(d) Live Journeys/Past Itineraries created by any user on Travelibro application will be considered public information and will be shown to other users using Travelibro application and website. Travelibro can use these for any purpose that it deems fit for the benefit of Travelibro community. The company will consider all user requests to register/unregister/unsubscribe users from the service. However since the service is free and the user information on Travelibro application is voluntarily posted by the user, the company cannot guarantee immediate actions on the same since this may have technical implications on the service and impact other users using the service. The company assumes no responsibility for updation /deletion/display of any user data/information including profile information. For user requests of updation/deletion/display of any user data or information or profile information which has been voluntarily provided by the user for the benefit of Travelibro d user community, the company cannot guarantee immediate actions on the same since this may have technical implications on the service and impact other users using the service.

e) You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. Privacy

Your privacy is very important to us. The data we collect from you at the time of registration and certain other information about you is subject to our Privacy Policy. For more information, see our full Privacy Policy.

4. Registration, Eligibility and Account Security

You may browse the Website and/or Mobile Application and view content without registering, but as a condition to using certain aspects of the

Services, you are required to register with TravelLibro and represent, warrant and covenant that you provide TravelLibro with accurate and complete registration information (including, but not limited to a user name ("User Name"), e-mail address and a password you will use to access the Service) and to keep your registration information accurate and up-to-date. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your profile. You agree to - (a) Immediately notify the company of any unauthorized use of your password or account or any other breach of security, and (b) Ensure that you exit from your account at the end of each session. Company cannot and will not be liable for any loss or damage arising from your failure to comply with this provision. Failure to do so shall constitute a breach of these Terms of Use, which may result in immediate termination of your TravelLibro account. If you select a username or similar identifier, including infringing copyright or other IP owned material, for your account or Travel Agent Page, we reserve the right to remove or reclaim it if we believe it is inappropriate and unlawful (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

We recommend, but do not require, that you use your own name as your User Name so your friends can recognize you more easily. You shall not:

- create any account for anyone other than yourself without such person's permission;
- create more than one personal account;
- use a User Name that is the name of another person with the intent to impersonate that person;
- use a User Name or TravelLibro account that is subject to any rights of a person other than you without appropriate authorization; or
- use a User Name that is a name that is otherwise offensive, vulgar or obscene or otherwise unlawful.
- not use your personal 'profile' and 'travel feed' (i.e. your 'home screen') and other data for your own commercial gain, and will use a TravelLibro Page / Travel Agent Page (applicable only to travel agents) and its guidelines, for such purposes
- TravelLibro reserves the right to refuse registration of, or cancel a User Name, or transfer ownership of a User Name in its sole discretion. You shall never use another user's account without such other user's prior express permission. You will immediately notify TravelLibro in writing of any unauthorized use of your account, or other account related security breach of which you are aware.
- You represent and warrant that if you are an individual, you are of legal age to form a binding contract, or that if you are registering on behalf of an entity, that you are authorized to enter into, and bind the entity to, these Terms of Use and register for the Service. The Service is not available to individuals who are younger than 14 years old. TravelLibro may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Use are in compliance with all laws, rules and regulations applicable to you and the right to access the Service is revoked where these

Terms of Use or use of the Service is prohibited and, in such circumstances, you agree not to use or access the Site or Services in any way.

If you provide any information that is untrue, inaccurate, not current or incomplete, or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). If the Company disables your account, you will not create another one without our permission.

5. Special Admonitions For International Use

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from India or the country in which you reside.

6. Sharing Your Content and Information

- i. The Company does not claim ownership of content you submit or make available for inclusion on the Services. You own all of the content and information you post and share etc., on TravelLibro, and you can control how it is shared through your privacy settings.
- ii. However, with respect to content you submit or make available for inclusion on publicly accessible areas of the Services, you grant company the following world-wide, royalty free and non-exclusive license(s), as applicable - With respect to content you submit or make available for inclusion publically accessible features on TravelLibro, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such content on the Services for the purposes of providing and promoting TravelLibro. This license exists only for as long as you elect to continue to include such content on the Services and will terminate at the time you remove or the company removes such content from the Services. With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible area of the Services the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such content on the Services for the purpose for which such content was submitted or made available. This license exists only for as long as you elect to continue to include such content on the Services and will terminate at the time you remove or Company removes such content from the Services With respect to content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service sthe perpetual, irrevocable and fully sub-licensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such content (in whole or in part) and to incorporate such content into other works in any format or medium now known or later developed. "Publicly accessible" areas of the Service are those areas of the service that will be available to the general public. By way of example, publicly accessible areas of the Service would include user profile pages, Journeys, Past Itineraries, Travel Life, Local Life, My Life, etc.
- iii. TravelLibro does not take responsibility or any liability whatsoever nature with regard to any particulars of restaurants, hotels, places, events, service providers, tour operators etc., that TravelLibro may recommend in its Editors' Itineraries. It is clearly understood that the Editor only

recommends and does not require any written consent from such third parties and therefore no liability is taken up by Travelibro for such recommendation or acting thereupon by any user.

7. Member Conduct

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such content originated. This means that you, and not the Company, are entirely responsible for all content that you upload, post, email, transmit or otherwise make available via the Services. The Company does not control the content posted via the Services and, as such, does not guarantee the accuracy, integrity or quality of such content. You understand that by using the Services, you may be exposed to content that is offensive, indecent or objectionable. Under no circumstances will the Company be liable in any way for any content, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available via the Services. You agree to not use the Services to - Defame, abuse, harass, threaten or otherwise violate the legal rights of others; Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information through any bookmark, tag or keyword; Upload files that contain software or other material protected by applicable intellectual property laws unless you own or control the rights thereto or have received all necessary consents, Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Mobile Application and/or Website or another's computer; Engage in any activity that interferes with or disrupts access to the Mobile Application and/or Website or the Services (or the servers and networks which are connected to the Mobile Application and/or Website); Attempt to gain unauthorized access to any portion or feature of the Mobile Application and/or Website, any other systems or networks connected to the Mobile Application and/or Website, to any company server, or to any of the Services offered on or through the Mobile Application and/or Website, by hacking, password mining or any other illegitimate means; Probe, scan or test the vulnerability of the Mobile Application and/or Website or any network connected to the Mobile Application and/or Website, nor breach the security or authentication measures on the Mobile Application and/or Website or any network connected. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Mobile Application and/or Website, or any other customer of the company including any Travelibro account not owned by You, to its source, or exploit the Mobile Application and/or Website or Services or information made available or offered, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for; Disrupt or interfere with the security of, or otherwise cause harm to, the Website, Mobile Application and/or Website, systems resources, accounts, passwords, servers or networks connected to or accessible through the Mobile Application and/or Website or any affiliated or

linked sites; Collect or store data about other users in connection with the prohibited conduct and activities set forth in this Section. Use any device or software to interfere or attempt to interfere with the proper working of the Mobile Application and/or Website or any transaction being conducted on the Mobile Application and/or Website, or with any other person's use of the Mobile Application and/or Website; Use the Mobile Application and/or Website or any material or content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Company or other third parties; Conduct or forward surveys, contests, pyramid schemes or chain letters; Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner; Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service; Violate any applicable laws or regulations for the time being in force within or outside India; Violate the Terms of Use including but not limited to any applicable Additional Terms of the Mobile Application and/or Website contained herein or elsewhere; and Reverse engineer, modify copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Mobile Application and/or Website. You acknowledge that the Company does not pre-screen content, but that Company and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move or keep any content that is available via the Services on Travelibro. Without limiting the foregoing, Company and its designees shall have the right to remove any content that violates the Terms of Usage or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content. In this regard, you acknowledge that you may not rely on any Content created on/for Travelibro, or submitted to Travelibro, including without limitation information in Travelibro Must-Dos and Editor Itineraries and in all other parts of the Services. You acknowledge and agree that the Company may preserve content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to - (a) Comply with legal process. (b) Enforce the Terms of Services. (c) Respond to claims that any content violates the rights of third-parties; or (d) Protect the rights, property, or personal safety of Travelibro, its users and the public. You understand that the technical processing and transmission of the Services, including your content, may involve - (a) Transmissions over various networks; and (b) Changes to conform and adapt to technical requirements of connecting networks or devices.

Moreover, you will not collect users' content or information, or otherwise access Travelibro, using automated means (such as harvesting bots, robots, spiders, or scrapers or any other manner whatsoever) without our prior written permission, which may be withheld for reasons deemed fit by us.

- i. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Travelibro.
- ii. You will not upload viruses or other malicious code.

- iii. You will not solicit login information or access an account belonging to someone else.
- iv. You will not bully, intimidate, or harass any user.
- v. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence, or do anything that is otherwise unlawful and illegal under the law.
- vi. You will not develop or operate a third-party Mobile Application and/or Website containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.
- vii. You will not use TraveLibro to do anything unlawful, misleading, malicious, or discriminatory.
- viii. You will not do anything that could disable, overburden, or impair the proper working or appearance of TraveLibro, such as a denial of service attack or interference with page rendering or other TraveLibro functionality.
- ix. You will not facilitate or encourage any violations of this statement (e.g. terms of use etc.) or our policies.

8. Copyrights

TraveLibro exclusively owns all the intellectual property, including copyright in the data and content contained, in the Editors itineraries, Travel Blog and Destinations & Itinerary write-up, and Destinations & Itineraries' Must Do's. TraveLibro respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide TraveLibro the following information at info@travelibro.com:

- i. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- ii. A description of the copyrighted work or other intellectual property that you claim has been infringed;
- iii. A description of where the material that you claim is infringing is located on the site;
- iv. Your address, telephone number, and email address;
- v. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

Company does not claim ownership of the images, pictures or photos posed by users on TraveLibro Mobile Application and/or Website. The images are user contributed images. Company is not liable for any damages, claims that may arise out of any copyright violation that happens because of user contributed images. TraveLibro Online Pvt Ltd will comply with Digital Millennium Copyright Act (DMCA). DMCA assures swift removal of images for copyright owners and provides a safe harbor from liability for complying web hosts once put on notice. We respect all copyright owners and will always comply with well documented notices.

9. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

- i. You will not post content or take any action on TraveLibro that infringes or violates someone else's rights, including those of IP, or otherwise violates the law.
- ii. We can remove any content or information you post on TraveLibro if we believe that it violates the Terms of Use or is in any manner objectionable, unlawful or illegal in our opinion or affects the goodwill and reputation of TraveLibro.
- iii. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
- iv. You will not use our copyrights or trademarks or any confusingly or deceptively similar marks.
- v. If you (users, travel agents, local guides, tour operators and all persons accessing the Website and/or Mobile Application) collect information from users, you will: obtain their consent, make it clear that you alone, (and not TraveLibro) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it, and further that you alone will be responsible and liable in that regard for all aspects.
- vi. You will not post anyone's identification documents or sensitive financial information on TraveLibro.

10. Mobile and Other Devices

We currently provide our Services for free, but please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply.

11. Meta Search

Our Website is also a travel search engine. TraveLibro does not provide, own or control any of the travel services and products that you can access through our Website, such as flights, accommodations, rental cars, packages, or travel insurance (the "Travel Products"). The Travel Products are owned, controlled or made available by third parties (the "Travel Providers") either directly (e.g. airline) or as an agent (e.g. online travel agency). The Travel Providers are responsible for the Travel Products. The Travel Provider's terms and privacy policies apply to your booking so you must agree to, and understand those terms. Further, the terms of the actual travel provider (airline, hotel, tour operator, etc.) apply to your travel, so you must also agree to and understand those terms. Your interaction with any Travel Provider accessed through Our Website is at your own risk and TraveLibro does not have any responsibility should anything go wrong with your booking or during your travel.

TraveLibro hosts content, including prices, made available by or obtained from Travel Providers. TraveLibro is in no way responsible for the accuracy, timeliness or completeness of such content. Since TraveLibro has no control over the Travel Products and does not verify the content uploaded by the Travel Providers, it is not possible for us to guarantee the prices displayed on our Website. Prices change constantly and additional charges (e.g. payment fees, services charges, checked-in luggage fees, local taxes and fees) may apply, so you should always check whether the price asked for a booking is the one you expected. Some

Travel Products may also be sold in another currency than the one preset or chosen by you for the display of the search results. Our currency conversion is for information purposes only and should not be relied upon as accurate and real time; actual rates may vary and your payment provider (e.g. your credit card company) may charge conversion fees and apply another date's currency rate.

If you make a booking through our Website for Travel Products, that booking is made with the Travel Provider named on the booking page and our Website only acts as a user interface. Accordingly TraveLibro has no responsibility for the booking or the Travel Product because TraveLibro has no involvement in creating the description of the Travel Product, in defining the price and any fees, and in providing the Travel Products that you book. If you have any issues or disputes around your booking and/or the Travel Product, you agree to address and resolve these with the Travel Provider and not with us.

12. Payments & Advertisements

This is a free for use website. Users liability may be financial and monetary for which TraveLibro takes no responsibility and may be to any extent. If TraveLibro is impleaded in any court action, minimum damages @ USD 25000 shall be recoverable from such user. Users do hereby indemnify and keep indemnified TraveLibro from all losses, damages, claims etc. that may arise. TraveLibro is not a booking agent or a travel agency (apart from being a meta-search engine), and does not charge service fees to users of the Website and/or Mobile Application. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser / travel agent / local agent/ tour operator/ third party recommendations like restaurants, hotels, places, events, service providers, tour operators etc., on the Service. You agree that TraveLibro shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertiser / travel agent / local agent/ tour operator/ third party recommendations like restaurants, hotels, places, events, service providers, tour operators etc., on the Service. TraveLibro does not take responsibility or any liability whatsoever nature with regard to any particulars of restaurants, hotels, places, events, service providers, tour operators etc., that TraveLibro may recommend in its Editors' Itineraries or Must Dos. It is clearly understood that the Editor only recommends and does not require any written consent from such third parties and therefore no liability is taken up by TraveLibro for such recommendation or acting thereupon by any user or travel agent.

13. Use of Blogs, including messaging between Users and / or Travel Agents etc.

(a) The Website and/or Mobile Application may contain discussion blogs or other forums in which you or third parties may post reviews, comments of travel experiences or other content, messages, materials or other items on the Website and/or Mobile Application. If TraveLibro provides such interactive areas, you are solely responsible for your use of such

interactive areas and use them at your own risk. Further, by using any interactive areas, you expressly agree not to post, upload to, transmit, comment, distribute, store, create or otherwise publish through the Website and/or Mobile Application any of the following:

- i. any message, data, information, text, videos, music, sound, photos, graphics, code or other material ("content") that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- ii. content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the Securities and Exchange Board of India or any rules of a securities exchange where the shares of the concerned entity have been listed such as the National Stock Exchange and the Bombay Stock Exchange;
- iii. content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- iv. content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- v. unsolicited promotions, political campaigning, advertising or solicitations;
- vi. private information of any third party, including, without limitation, addresses, phone numbers, email addresses, personal identification numbers and credit card numbers;
- vii. viruses, corrupted data or other harmful, disruptive or destructive files;
- viii. content that is unrelated to the topic of the interactive area(s) in which such content is posted; or
- ix. content that, in the sole judgment of Travelibro, is objectionable or which restricts or inhibits any other person from using or enjoying the interactive areas or the Website and/or Mobile Application, or which may expose Travelibro or its affiliates or its users to any harm or liability of any type.

(b) Travelibro takes no responsibility and assumes no liability for any content posted, shared, liked, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Travelibro liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As a provider of interactive services, Travelibro is not liable for any statements, representations or content provided by its users in any public forum, personal home page or other interactive area. Although Travelibro has no obligation to screen, edit or monitor any of the content posted to or distributed through any interactive area, Travelibro reserves the right, and has absolute discretion, to remove, screen or edit without notice any content posted or stored on the Website and/or Mobile Application at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any content you post or store on the Website and/or Mobile Application at your sole cost and expense.

(c) Any use of the interactive areas or other portions of the Website and/or Mobile Application in violation of the foregoing violates these Terms and

may result in, among other things, termination or suspension of your rights to use the interactive areas and/or the Website and/or Mobile Application . Travelibro may provide, or third parties may provide, links to other World Wide Websites or Mobile Application or resources. Because Travelibro has no control over such Website or Mobile Application or resources, you acknowledge and agree that Travelibro is not responsible for the availability of such external Website or Mobile Application or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such Website or Mobile Application or resources. You further acknowledge and agree that Travelibro shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such Website or resource.

14. Indemnity

You agree to indemnify and hold the Company, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of content you submit, post, transmit or make available through the Services, your use of the Services, your connection to the Services, your violation of the terms of usage, or your violation of any rights of another.

15. No Resale of Service

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

16. General Practices Regarding Use And Storage

You acknowledge that Company may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded content will be retained by the Services, the maximum number of email messages that may be sent from or received by an account on the Services, the maximum size of any email message that may be sent from or received by an account on the Services, the maximum disk space that will be allotted on company servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Company has no responsibility or liability for the deletion or updation or failure to store or storage of any messages and other communications or other content maintained or transmitted by the Service. You acknowledge that Travelibro reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Company reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

17. Modifications

Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (including without

limitation, the availability of any feature, database, or content or any part thereof) with or without notice. You agree that company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to these Terms of Use constitutes acceptance of those changes.

18.Termination

A. You agree that Company, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if company believes that you have violated or acted inconsistently with the letter or spirit of the terms of usage. Company may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Use may be effected without prior notice, and acknowledge and agree that Company may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that company shall not be liable to you or any third party for any termination of your access to the Service.

B. If we are certain that a user has created multiple accounts in the same name or uses similar names having one single identity, or has uploaded objectionable material on this profile, page or that of others or in any other manner, then TraveLibro shall have all rights to block the users account from access, without notice to such user. If you create risk or possible legal exposure for us, we can stop providing all or part of the access to TraveLibro by you. We may or may not notify you about the same. You may also delete your account or disable your page at any time. In all such cases, this Statement shall terminate, but the provisions governing your future conduct including responsibilities and liabilities shall still apply.

- i. You agree that regardless of any statute or law to the contrary or the applicable dispute resolution process, any claim or cause of action you may have arising out of or related to use of the Service or otherwise under these must be filed within one (1) year after such claim or cause of action arose or you hereby agree to be forever barred from bringing such claim.
- ii. If anyone brings a claim against us related to your actions, content or information on TraveLibro, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on TraveLibro and are not responsible for the content or information users transmit or share on TraveLibro. We are not responsible for any IP infringed, offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information

you may encounter on Travelibro. We are not responsible for the conduct, whether online or offline, or any user of Travelibro.

- iii. Nothing in these terms of service is intended to exclude or limit any condition, warranty, right or liability which may not be lawfully excluded or limited. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only those limitations which are lawful in your jurisdiction (if any) will apply to you and our liability is limited to the maximum extent permitted by law.
- iv. We try to keep Travelibro up, bug-free, and safe, but you use it at your own risk. We are providing Travelibro as is without any express or implied warranties including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that Travelibro will always be safe, secure or error-free or that Travelibro will always function without disruptions, delays or imperfections. Travelibro is not responsible for the actions, content, information, or data of third parties and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

19. Amendments

Unless we make a change for legal or administrative reasons or otherwise, or even to correct an inaccurate statement, we will provide you with fifteen (15) days notice, the same will be notified as 'new'.

20. Proprietary Rights

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by the Company, advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. Company grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work or reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided on Travelibro for using or accessing the Service.

21. Disclaimer of Warranties

You expressly understand and agree that - a) Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. Company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. (b) Company makes no warranty that - i) The service will meet your requirements, ii) The service will be uninterrupted, timely, secure, or error-free, iii) The results that may be obtained from the use of the service will be accurate or reliable, iv) The quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, and v) Any errors in the software will be corrected. (c) Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. (d) No advice or information, whether oral or written, obtained by you from company or through or from the service shall create any warranty not expressly stated in the terms of usage.

22. Limitation of Liability

You expressly understand and agree that Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Company has been advised of the possibility of such damages), resulting from - (i) The use or the inability to use the Service; (ii) The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) Unauthorized access to or alteration of your transmissions or data; (iv) Statements or conduct of any third party on the Service; or (v) Any other matter relating to the Service.

23. Exclusions and Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of sections 19 and 20 may not apply to you.

24. Special Admonition for Services relating to Financial Matters

The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. The company and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any financial information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions made based on such information.

25. Notice

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the terms of usage or other matters by displaying notices or links to notices to you generally on the Service.

26. Trademark Information

Travelibro.com, Travelibro Mobile Application and/or, Travelibro logo, and other company logos and product and service names are trademarks of Travelibro Online Pvt Ltd. Without company's prior permission, you agree not to display or use them in any manner.

27. Violation of the Terms Of Use

You agree that Company may, in its sole discretion and without prior notice, terminate your access to the Website and/or Mobile Application and block your future access if company determines that you have violated these Terms of Use or any additional terms. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Company, for which monetary damages would be inadequate, and you consent to Company obtaining any injunctive or equitable relief that company deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies company may have at law or in equity. If company does take any legal action against you as a result of your violation of these Terms of Use, company will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to company.

28. Governing Law and Jurisdiction

The Terms of Usage constitute the entire agreement between you and Travelibro Online Pvt Ltd and govern your use of the Service, superseding any prior agreements between you and the Company. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The Terms of Usage and the relationship between you and Travelibro shall be governed by the laws of India without regard to its conflict of law provisions. You and company agree to submit to the personal and exclusive jurisdiction of the courts located within the boundaries of the country you are residing in. The failure of company to exercise or enforce any right or provision of the Terms of Usage shall not constitute a waiver of such right or provision. If any provision of the Terms of Usage is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms of Usage must be filed within one (1) year after such claim or cause of action arose or be forever barred.

29. Feedback and Information

Any feedback you provide shall be deemed to be non-confidential. Company shall be free to use such information on an unrestricted basis. Further, by submitting the feedback, You represent and warrant that (i) Your feedback does not contain confidential or proprietary information of you or of third parties; (ii) Company is not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) Company may have something similar to the feedback already under consideration or in development; and (iv) You are not entitled to any compensation or reimbursement of any kind from company for the feedback under any circumstances.

30. **Other**

- i. This Statement makes up the entire agreement between the parties regarding TraveLibro, and supersedes any prior agreements.
- ii. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
- iii. If we fail to enforce any of this Statement, it will not be considered a waiver.
- iv. Any amendment to or waiver of this Statement must be made in writing and signed by us.
- v. You will not transfer any of your rights or obligations under this Statement to anyone else without our express written consent.
- vi. All of our rights and obligations under this Statement are freely assignable by us alone, in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise, to any other or third party.
- vii. Nothing in this Statement shall prevent us from complying with the law.
- viii. This Statement does not confer any third party beneficiary rights.
- ix. We reserve all rights not expressly granted to you.
- x. You will comply with all applicable laws when using or accessing TraveLibro including those guidelines, terms and conditions, privacy policy etc., and all such and other governing writings of third parties such as Facebook, Twitter, YouTube, etc. who have integration with the TraveLibro Website and/or Mobile Application .
- xi. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the country in which you reside.