**Terms and Conditions – Destination Vista**

Welcome to **Destination Vista**, a digital travel platform operated by **[Your Company Name]**, registered under the applicable laws of India.

These **Terms and Conditions** (“Terms”) constitute a legally binding agreement between you the **user**, **vendor**, or **visitor** and **Destination Vista**. They govern your access to and use of all services provided through our platform, including but not limited to travel package listings, bookings, wallet management, payment processing, and customer/vendor communication features.

By accessing, browsing, registering, or transacting through Destination Vista (via desktop, mobile, or other supported device), you expressly acknowledge that you have read, understood, and agreed to be legally bound by these Terms, as well as by our:

* **Privacy Policy**,
* **Refund & Cancellation Policy**,
* **Vendor Terms**, and
* Any other guidelines, policies, or notices we publish from time to time.

If you **do not agree** with any portion of these Terms or related policies, you are advised to **discontinue your use** of the platform immediately.

**Who Do These Terms Apply To?**

These Terms apply to all individuals and entities that interact with Destination Vista, including:

* **Registered users/customers** who browse or book travel packages, manage wallets, and receive service communications;
* **Vendors/admins** who upload and manage travel listings, blogs, or receive payments;
* **Unregistered visitors** who browse the platform without logging in;
* **Support staff or collaborators** using backend dashboards (e.g., admins, super admins).

**Platform Assumption of Consent**

Your continued use of the platform, even after updates or notifications of changes to these Terms, will be deemed as your **implied and continued consent** to abide by them.

We recommend you periodically revisit this document to stay informed about your rights and responsibilities under the latest version.

**1. Eligibility & Account Usage**

In order to ensure the secure and lawful use of our services, **Destination Vista** enforces strict eligibility criteria and usage rules for all accounts created on the platform. These requirements are designed to protect users, vendors, and the integrity of our system.

**A. Minimum Age Requirement**

* You must be at least **18 years of age** to:
  + Create a user or vendor account,
  + Browse or book travel packages,
  + Engage in payment transactions through our integrated gateways,
  + Interact with any features that require login or personal data submission.
* By using our platform, you affirm that you meet this minimum age requirement and have the legal capacity to enter into a binding agreement under Indian law.

**B. Vendor Eligibility**

* Vendors, travel partners, and third-party service providers who register on the platform must be:
  + **Duly registered businesses or individuals**, and
  + **Legally capable** of entering into a contract under the Indian Contract Act, 1872.
* Destination Vista reserves the right to verify vendor details and may request identification, business documents, or tax information as part of the onboarding process.

**C. Account Security & Responsibility**

* Each user or vendor is responsible for maintaining the **confidentiality and security** of their login credentials, including:
  + Username/email,
  + Password,
  + OTPs or multi-factor authentication codes (where applicable).
* You agree to:
  + **Not share your credentials** with others,
  + **Notify us immediately** at [support@destinationvista.in](mailto:support@destinationvista.in) if you suspect unauthorized access to your account,
  + Accept responsibility for all activities that occur under your account.

Destination Vista will not be liable for losses or damages arising from misuse of your account due to your failure to maintain confidentiality.

**D. Prohibited Accounts and Duplicate Registrations**

* You may **create and operate only one account** (either user or vendor, as applicable) unless otherwise authorized in writing by Destination Vista.
* **Multiple, fake, impersonated, or fraudulent accounts** are strictly prohibited and may result in:
  + **Immediate suspension** of all associated accounts,
  + **Blacklisting** from future use,
  + **Forfeiture of wallet balances**, and
  + **Legal action** in cases involving fraud or abuse.

Destination Vista reserves the right to audit, investigate, and remove any accounts found to be in violation of these rules, with or without notice.

This section is designed to **uphold the safety, legality, and integrity** of the platform while ensuring a secure and fair experience for all users and vendors.

**2. Bookings & Transactions**

All bookings and financial transactions on **Destination Vista** are governed by a strict legal and operational framework to ensure transparency, fairness, and accountability for both users and vendors. By making a booking or initiating a transaction on the platform, you agree to abide by the terms outlined in this section.

**A. Binding Nature of Bookings**

* When a user confirms a booking and completes payment on Destination Vista, it constitutes a **legally binding agreement** between the user and the vendor providing the travel service.
* All confirmed bookings are **final and non-cancellable**, except under circumstances permitted by the **Refund & Cancellation Policy**.
* Users are encouraged to review all package details, terms, and eligibility conditions before completing a booking.

Destination Vista **facilitates the booking process** but does not act as the direct travel service provider. We are not responsible for on-ground delivery or third-party performance unless explicitly stated.

**B. Booking Confirmation & Invoice Generation**

* Upon successful completion of payment, users will receive a:
  + **Booking confirmation email**,
  + **System-generated invoice**, and
  + **Unique Booking ID** that can be used to track or verify the order.
* These communications will be sent to the **email address registered to your account** and may also be available in your user dashboard under the "My Bookings" section.

If you do not receive a confirmation within 30 minutes of payment, you are responsible for notifying our support team at [**support@destinationvista.in**](mailto:support@destinationvista.in) to initiate a status check.

**C. Accuracy of Booking Information**

* You, the user, are solely responsible for providing **complete and accurate information** while booking a travel package. This includes:
  + Name(s) of traveller(s),
  + Contact details,
  + Travel preferences (e.g., pickup points, number of travellers, travel dates),
  + Passport or identity information, if required for the specific package.
* Destination Vista shall **not be held liable for any errors, omissions, or incorrect data** entered by users during the booking process. Any such errors may:
  + Lead to rejection of booking by vendors,
  + Prevent issuance of necessary travel documents,
  + Result in non-refundable charges.

It is your duty to verify all information before confirming the booking.

**D. Failed or Duplicate Transactions**

* In case of a failed transaction (due to network error, payment timeout, or technical issues), Destination Vista:
  + Will not deduct any amount from your wallet or card unless confirmed,
  + May automatically reverse pending charges via the payment gateway (e.g., Razorpay),
  + Advises users to **check their bank account or wallet balance** before retrying a payment.
* Duplicate bookings caused by multiple clicks or re-attempts will be treated as **separate transactions**, and the applicable refund rules will apply accordingly.

**E. Disputes & Vendor Liabilities**

* If a booked service is not honoured by a vendor (e.g., cancellation without notice, major deviation from the itinerary), users are entitled to:
  + Raise a formal dispute with **Destination Vista’s support team**, and
  + Request intervention or refund evaluation under the **Refund & Vendor Policy**.

However, Destination Vista's liability is limited to **coordinating with the vendor** and does not guarantee refunds unless explicitly covered by platform policies.

This section ensures that all transactions on Destination Vista are conducted with **clarity, security, and mutual accountability**, thereby fostering trust between customers, vendors, and the platform.

**3. Payments & Wallet Use**

All monetary transactions conducted on **Destination Vista**, whether initiated by users or vendors, are governed by secure, auditable, and platform specific rules. This section outlines how payments are made, processed, stored, and used within our ecosystem.

By engaging in any payment activity on the platform, you agree to the following terms:

**A. Accepted Payment Methods**

* All bookings and financial interactions on the platform must be made through **authorized, integrated payment gateways**, such as **Razorpay** or any future provider designated by Destination Vista.
* Supported modes of payment may include:
  + Credit/debit cards,
  + UPI,
  + Net banking,
  + Wallet transfers (within platform),
  + Razorpay affiliated Buy Now Pay Later (BNPL) options (if available).

Destination Vista **does not store full card or banking credentials**. Sensitive payment data is handled exclusively by the gateway provider in compliance with **PCI-DSS** and **RBI guidelines**.

**B. Platform Fee and Wallet Distribution Logic**

For every successful transaction (i.e., a travel package booking):

1. A **platform service fee** is automatically deducted and stored in the **Super Admin wallet** to support platform maintenance, hosting, and operational costs.
2. The **remaining** is credited to the **vendor's personal wallet** linked to the package sold.
3. Additionally, Razorpay **charges a gateway fee** on the gross transaction amount, which is:
   * Collected by Razorpay at the time of processing,
   * **Non-refundable**, even in the event of cancellation, reversal, or dispute.

**C. User Wallet Policy**

* Destination Vista may offer **user wallets** to store cashback, promotional credits, or partial refunds.
* Wallet balances can only be:
  + Used for **future bookings or transactions** on the platform,
  + **Non-transferable** to bank accounts or external wallets.
* Expiry terms for promotional balances will be disclosed on issuance (e.g., 90-day validity).
* Wallet misuse, duplication, or tampering will result in **wallet freeze and potential account suspension**.

**D. Vendor Wallet & Withdrawal Process**

* Vendors can view their accumulated revenue in their **vendor wallet dashboard**.
* Withdrawals are subject to:
  + Submission of a **formal request**,
  + Verification by Destination Vista, and
  + Approval by the **Super Admin**.
* Payouts may take **3–7 business days** to reflect, depending on:
  + Withdrawal volume,
  + Verification completeness,
  + Razorpay processing timelines.

Destination Vista reserves the right to **withhold or delay withdrawals** if:

* There are unresolved disputes linked to the vendor’s packages,
* The vendor has violated platform rules or received frequent negative feedback,
* There are indications of fraud, chargebacks, or suspicious activity.

**E. Security & Audit Trail**

* All payment activity is logged and auditable via transaction IDs and timestamps.
* Users and vendors can view transaction history within their dashboards.
* The platform performs **routine reconciliation and ledger updates** for transparency and financial compliance.

Destination Vista is committed to maintaining a **secure and traceable financial environment** for both users and vendors. Any updates to payment gateway terms or fee structures will be communicated in advance.

**4. Refunds & Cancellations**

At **Destination Vista**, we strive to provide a fair, transparent, and customer-conscious refund and cancellation policy while balancing the operational realities of our vendor partners. This section outlines the **general rules** for refunds and cancellations. Users are encouraged to also refer to the **detailed Refund & Cancellation Policy** available on our website for additional conditions and procedural steps.

By making a booking on the platform, you acknowledge and agree to the following terms:

**A. Refund Eligibility Based on Package Expiry**

Refund eligibility is determined by the number of days remaining until the **scheduled expiry date** of the travel package (i.e., the last date of validity or trip departure):

**1. 60 Days or More Before Expiry**

* If you cancel a booking **60 days or more** before the travel package expiry, you are eligible for a **full refund**, subject to:
  + A **deduction of 3%** as payment gateway processing fee (non-refundable),
  + Completion of the refund form and verification process.

Example: For a ₹10,000 booking cancelled 70 days before expiry, ₹9,700 will be refunded.

**2. 31 to 59 Days Before Expiry**

* If you request cancellation **between 31 and 59 days** before package expiry:
  + The refund is **not guaranteed** and will be handled through a **manual review** by our support team and the vendor involved.
  + Refund amount (if approved) will depend on:
    - The vendor's ability to cancel associated bookings (e.g., hotels, transport),
    - Internal review of circumstances and justification provided,
    - Documentation or proof submitted by the user, if requested.

Users must email [**support@destinationvista.in**](mailto:support@destinationvista.in) with a clear subject line and booking ID for these cases.

**3. 30 Days or Less Before Expiry**

* If you cancel a booking **within 30 days** of the package expiry, **no refund** will be provided under any circumstances.
* This applies even in cases of:
  + Missed trips,
  + Change of personal plans,
  + Inability to travel due to visa, illness, or work issues, unless otherwise covered by specific travel insurance.

Users are advised to carefully review the package expiry date before confirming a booking.

**B. Refund Processing Timelines**

* All eligible refunds are typically processed within **7 business days** from the date of approval.
* Refunds will be returned to the **original mode of payment** unless specified otherwise in the approval communication.
* Refund status can be tracked from the user dashboard or by emailing [**support@destinationvista.in**](mailto:support@destinationvista.in).

**C. Non-Refundable Charges**

* All refunds are **exclusive of the 3% gateway fee** charged by Razorpay or other integrated processors.
* Platform service fees, if separately charged, may also be **non-refundable** depending on the refund category.

**D. Abuse of Refund Policy**

* Users found repeatedly booking and cancelling without valid reasons, or exploiting refund loopholes, may be:
  + **Flagged for review**,
  + Subject to **wallet restrictions**, or
  + Have **future bookings denied or accounts suspended**.

**E. Reference to Official Refund Policy**

* This section provides an overview only.
* Users are strongly encouraged to review the detailed **Refund & Cancellation Policy** for:
  + Required documents,
  + Escalation procedures,
  + Vendor-specific refund rules (e.g., non-refundable deposits).

Link: [destinationvista.in/refund-policy] *(replace with actual URL)*

This framework ensures that **refund requests are treated consistently, transparently, and in a time-bound manner**, while protecting vendors from last-minute cancellations that may cause irreversible business losses.

**5. Vendor Obligations**

All vendors (including tour operators, travel agencies, and individual service providers) registered on **Destination Vista** are expected to maintain the highest standards of honesty, accuracy, and customer service. By uploading, managing, or selling travel packages through the platform, vendors agree to the following terms and responsibilities:

**A. Accuracy and Legality of Listings**

* Vendors must list **only authentic, legally compliant, and accurate travel packages**.
* Each listing should clearly include:
  + Package name and category,
  + Destination details,
  + Duration (days/nights),
  + Inclusions and exclusions,
  + Pricing and any applicable discounts,
  + Terms of cancellation and refund (if different from the platform’s standard),
  + Special requirements (e.g., visa, insurance, age restrictions).
* Vendors must ensure that **images, descriptions, and offers** used in listings are:
  + **Original or legally licensed**,
  + **Not misleading or deceptive**,
  + Up to date and consistent with actual deliverables.

Destination Vista reserves the right to **request documentation or proof** to validate package claims or vendor credentials.

**B. Platform Control Over Listings**

* Destination Vista maintains editorial and quality control rights over all vendor content submitted on the platform.
* We reserve the right to:
  + **Approve, reject, modify, or remove** any package listings, blogs, or vendor content,
  + **Suspend or block** listings that violate our content guidelines or user trust,
  + Apply **penalties or downgrade vendor ranking** in the event of repeated violations.

Reasons for rejection or removal may include:

* Inaccurate or exaggerated claims,
* Objectionable or copyrighted content,
* Poor user reviews or unresolved complaints,
* Violations of applicable Indian tourism laws or platform policies.

**C. Service Delivery & Customer Engagement**

Vendors are solely responsible for:

1. **Trip Execution**
   * Delivering the service as per the package booked,
   * Ensuring all facilities, locations, guides, and activities promised are fulfilled,
   * Handling logistics such as pickup/drop, accommodations, meals, etc.
2. **Customer Satisfaction**
   * Addressing customer concerns during or after the trip,
   * Maintaining polite and professional communication at all times,
   * Proactively resolving issues and minimizing refund disputes.
3. **Communication & Responsiveness**
   * Responding to user queries and booking-related messages within a **reasonable timeframe** (preferably within 24 hours),
   * Updating package availability or status promptly (e.g., sold out, revised dates),
   * Cooperating with Destination Vista’s support team in case of escalated disputes.

**D. Vendor Compliance and Conduct**

* Vendors must:
  + **Maintain accurate business details**, including PAN/GST registration if applicable,
  + Avoid direct dealings with users outside the platform to bypass commissions (“platform circumvention”),
  + Adhere to all applicable Indian tourism regulations, safety laws, and public health advisories.
* Any act of:
  + Fraud, misrepresentation,
  + Harassment or discrimination,
  + Wilful non-delivery,
  + Encouraging users to pay off-platform,

may result in **immediate suspension or blacklisting** without prior notice, and **forfeiture of wallet balances** at the discretion of Destination Vista.

This section is integral to maintaining the **trust, transparency, and service quality** that Destination Vista is known for. Vendors who fail to adhere to these terms may face operational and legal consequences under Indian law.

**6. Data Privacy**

**Destination Vista** is fully committed to protecting the privacy, integrity, and confidentiality of your personal and sensitive information. This section summarizes your rights and our obligations under Indian law regarding the data we collect, process, and share.

By accessing or using our platform, you explicitly consent to our **data collection, storage, processing, usage, and disclosure practices** as detailed in our **Privacy Policy**, which is incorporated into these Terms by reference.

**A. User Consent and Scope of Data Use**

* When you create an account, browse the site, make bookings, or engage with any services on the platform, you provide **voluntary and informed consent** for the collection and use of your personal data.
* This includes both:
  + **Personally Identifiable Information (PII)** such as your name, phone number, email address, and travel preferences.
  + **Sensitive Personal Data or Information (SPDI)** including passwords, payment data, booking history, and geolocation (where applicable).

You understand and agree that your data may be used to:

* Process and manage bookings,
* Facilitate payments and refunds,
* Deliver promotional communications (with consent),
* Improve platform functionality and user experience,
* Resolve disputes and ensure security compliance.

**B. Legal Framework and Compliance**

Destination Vista handles all personal and sensitive information in accordance with:

* The **Information Technology Act, 2000**,
* The **Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (SPDI Rules)**,
* The **IT (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021**, and
* The anticipated requirements under the **Digital Personal Data Protection (DPDP) Act, 2023**.

We take all commercially reasonable steps to:

* Prevent unauthorized access, modification, disclosure, or destruction of user data,
* Implement technical safeguards like SSL encryption, role-based access control, and secure password hashing,
* Regularly audit and monitor our data handling practices.

**C. Third-Party and Government Disclosures**

To provide seamless travel services and ensure legal compliance, we may share user data (as needed and lawful) with:

**1. Vendors and Travel Partners**

* Only relevant booking and contact details (e.g., name, phone, pickup location) will be shared with the vendor fulfilling your package to ensure service delivery.
* Vendors are contractually obligated to use such data **solely for booking execution** and must not retain or misuse it beyond the trip.

**2. Government and Legal Authorities**

* If legally required, user and vendor data may be disclosed to:
  + Tax authorities (e.g., for GST compliance),
  + Law enforcement or cybercrime agencies,
  + Courts or regulators under judicial orders or statutory obligations.

We will always verify the legitimacy of such requests and **minimize exposure** by sharing only necessary information.

**D. Transparency and Control**

* Users may access, update, or delete their personal data through account settings or by contacting [**support@destinationvista.in**](mailto:support@destinationvista.in).
* For a detailed understanding of your data rights and our security practices, please refer to our full [Privacy Policy](https://destinationvista.in/privacy-policy).

Destination Vista is committed to ensuring that your data is handled with **respect, accountability, and care**, and that your trust in our platform remains well placed.

**7. Content & Intellectual Property**

All intellectual property displayed on or associated with **Destination Vista** is protected by applicable Indian copyright, trademark, and design laws.

**A. Ownership and Licensing**

* All content on the platform—including but not limited to website design, logos, branding elements, icons, user interfaces, blog content, visuals, and written descriptions—is the **exclusive intellectual property** of **Destination Vista** or its authorized licensors.
* Vendors may upload their own package images and descriptions, but such content must not:
  + Infringe on third-party copyrights,
  + Include pirated images or unlicensed assets,
  + Misrepresent services offered.

**B. Restrictions on Use**

* You (users, vendors, and visitors) are **not permitted** to:
  + Copy, reproduce, redistribute, modify, or publish any part of the platform,
  + Use platform data (e.g., package listings, blog articles) for commercial purposes without prior written consent,
  + Scrape, crawl, or index the site using bots, unless authorized for APIs.

Any violation may result in **legal action, account termination, and damages claims** under the **Indian Copyright Act, 1957** and other applicable laws.

**8. Account Suspension & Termination**

Destination Vista reserves the full right to **suspend, restrict, or permanently terminate user or vendor accounts** under the following circumstances:

**A. Grounds for Suspension or Ban**

An account may be flagged or terminated without prior notice if it:

* **Violates platform policies**, including but not limited to the Terms, Privacy Policy, Refund Policy, or Vendor Guidelines,
* Uses **unauthorized automation tools, bots, or scripts** to scrape data or manipulate listings,
* Engages in any form of **abuse, harassment, or fraudulent activity**, including issuing fake bookings or payment reversal abuse,
* Uploads **false, misleading, or plagiarized content**, or promotes prohibited activities (e.g., gambling, obscenity, illegal tours),
* Circumvents the platform to **transact with users off-platform** and avoid commissions.

**B. Consequences**

* Suspended users will lose access to their accounts, wallets, and pending transactions,
* Repeat or serious violations may lead to **blacklisting from future registration**,
* Wallet balances may be **frozen or forfeited** in cases of fraud or chargeback abuse,
* Platform reserves the right to **report criminal activity to relevant authorities**.

Destination Vista's decision in such matters will be final and binding, subject to internal review if requested in writing.

**9. Limitation of Liability**

Destination Vista functions as an **intermediary platform** under the **Information Technology Act, 2000** and does not directly operate or manage the travel packages listed.

**A. Scope of Liability**

We shall not be held liable for:

* **Delays, cancellations, or quality issues** in trip execution, including hotel stay, transport, or guide services,
* **Disputes or changes introduced by vendors** after booking,
* **Errors, inaccuracies, or outdated information** displayed in travel listings or blogs,
* **Indirect, incidental, or consequential losses** such as missed flights, visa rejections, or loss of business income.

**B. Cap on Liability**

To the fullest extent permitted by law:

* Our **maximum liability** under any circumstances (including negligence, breach of contract, or warranty failure) shall be limited to the **total booking amount paid by the user** for the package in question.

Users are advised to confirm critical travel details directly with vendors and take travel insurance where necessary.

**10. Governing Law & Jurisdiction**

These Terms and any associated policies shall be governed by and interpreted in accordance with the **laws of the Republic of India**.

**A. Jurisdiction**

* All legal disputes or claims arising out of or in connection with your use of Destination Vista will fall under the **exclusive jurisdiction** of the civil courts located in **[Your Business Jurisdiction – e.g., Mumbai, Delhi, Bengaluru]**.
* Users and vendors agree to **submit to this jurisdiction** regardless of their location, nationality, or place of residence.

This clause ensures that legal disputes are resolved **efficiently and predictably**, within the framework of Indian law.