

## TERMS AND CONDITIONS

### OVERVIEW

This website is operated by **Travel Accuracy**. Throughout the site, the terms “we”, “us” and “our” refer to **Travel Accuracy**. **Travel Accuracy** offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site and/ or take services from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms and Conditions”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms and Conditions carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and Conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms and Conditions.

Any new features or tools which are added to the current website shall also be subject to the Terms and Conditions. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

### SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms and Conditions, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

### SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to the technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without written permission issued to us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### SECTION 3 - ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

We are not responsible if the information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making

decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.

We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

#### **SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Service.

#### **SECTION 5 - PRODUCTS OR SERVICES**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right but are not obligated, to limit the sales of our products or Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

#### **SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our website. You agree to promptly update your account and other information, including your email address and credit card numbers, and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

#### **SECTION 7 - OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control or input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms and Conditions.

## **SECTION 8 - THIRD-PARTY LINKS**

Certain content, products, and services available via our Service may include materials from third parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

## **SECTION 9 - USER COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any rights of any third-party, including copyright, trademark, privacy, personality, or other personal or proprietary rights. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **SECTION 10 - PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Policy.

## **SECTION 11 - ERRORS, INACCURACIES, AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service

or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **SECTION 12 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure, or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall **Travel Accuracy**, our directors/founders, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## **SECTION 14 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless **Travel Accuracy** and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **SECTION 15 - SEVERABILITY**

In the event that any provision of these Terms and conditions is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **SECTION 16 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **SECTION 17 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions or any policies or operating rules posted by us on this site or in respect to The Service constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

## **SECTION 18 - CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms and Conditions at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

## **SECTION 19: MISCELLANEOUS**

**Complaints & Grievances:** If you have any claim or complaints in respect of services provided you shall immediately notify the same to your tour operator and thereby Travel Accuracy in writing, not later than 24 hours thereof to enable Travel Accuracy to take up the matter with the concerned independent contractor.

**Privacy of Information:** Any Information provided by you, is subject to disclosure thereof as required by law or by an order of the court or the rules, regulations, and inquiry by any government / statutory authority. The independent contractors are not required to disclose their data under any circumstances to any guest including any kind of clarification on tour costs etc.

**Valuables:** In case of any loss suffered by the guest Travel Accuracy is not liable or responsible for the same.

**External guests** are not allowed in any circumstances without prior knowledge of the tour operator

## SECTION 20: PASSPORT, VISAS, DOCUMENTS, LICENSES, AND INSURANCE

When you make a Booking, you are responsible for ensuring that you meet all foreign entry requirements and that your travel documents, including passports and visas, are in order. For applicable passport and visa requirements, you should consult the relevant embassy or consulate for information.

**Guest responsibility:** Passport must be valid from the start of the tour to at least 180 days subsequent to the scheduled arrival date of the tour - subject to rules of the specific visa embassy or consulate. It is the responsibility of the guest to carry the same ID proof on a tour that is provided at the time of booking.

**Visa:** As visa requirements are subject to change without notice, Travel Accuracy recommends that you verify your visa requirements with the appropriate consulate prior to departure.

**Insurance:** Travel Accuracy strongly suggests that you purchase a travel insurance policy prior to departure to protect your Product purchase. If you cancel your trip or alter your travel dates, the travel insurance policy may reimburse the cost of cancellation fees and related expenses. Please review your travel insurance policy carefully for related terms and conditions.

**Loss of Passport:** Guests traveling abroad have to take care of not losing their passports. Loss of a passport on tour involves costs and procedures such as filing an FIR, visiting the Indian Embassy, getting a new passport or landing certificate, expenses on the stay, food, transportation, etc. all of which shall be borne and paid by the guest themselves. Getting the landing certificate or the new passport is the sole responsibility of the guest.

Travel Accuracy urges customers to investigate and review travel prohibitions, warnings, and advisories issued by the destination country governments prior to booking travel to international destinations.

## SECTION 21 – PAYMENT BY TOUR OPERATORS

When you make a Booking, Travel Accuracy collects your payment information and processes your payment. In doing so, Travel Accuracy acts as the limited payment collection agent of the Independent contractor, collecting your payment for the applicable Product(s) on behalf of such Independent Contractor. Full payment by credit or debit card is required to make a Booking unless otherwise specified. The payee will be listed as Travel Accuracy on your statement.

The value of your Booking may be subject to taxes, duties, foreign transactions, currency exchange, or other fees. Your bank or payment card company may convert the payment into the local currency and may charge fees, resulting in differences between the amount displayed through the Platform, and the final amount charged to you. Viator recommends that you contact your bank or card company if you have any questions concerning any applicable currency conversion or fees.

The booking prices set by the may be subject to special provisions, for example, with regard to cancellations and the refund of payments made.

Under these Terms and Conditions, the payment processing services for the Services provided are provided by Travel Accuracy. (Registration Number or Address to be added)

## SECTION 22 – BOOKING RESERVATIONS

We accept the contract offer in the name and on behalf of the Independent Contractors once you receive a booking confirmation issued in the name and on behalf of the Independent Contractors and, if applicable, a voucher and a payment confirmation. We reserve the right to accept or reject contract offers at our sole discretion.

Travel Accuracy provides the Platform through which you can enter into a contract with a third-party independent contractor of a Product. Travel Accuracy is not a supplier of any Product, and your contract for the supply of any Product you Book will be directly between you and the applicable independent contractor. In respect of each Booking, Travel Accuracy acts as a disclosed agent on behalf of the Independent. These Terms and Conditions govern your use of the Services, which includes your use of the Platform. However, the provision of the Product you Book will be subject to the terms and conditions

displayed on the Website in respect of such Product, any information made available to you during the Booking process, and the terms and conditions of the independent contractor with whom you have a legal contract for the supply of the Product.

If you make a Booking, you agree to review and be bound by the applicable Independent Contractor's terms and conditions and any other rules or policies related to the Product. Travel Accuracy will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches, or negligence of any Supplier or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with any independent contractors.

Travel Accuracy is not a travel agency and does not provide or own any Experiences. Although Travel Accuracy provides the Website with information about Products and facilitates Bookings, such actions do not in any way constitute Travel Accuracy's sponsorship of such independent contractor. Travel Accuracy does not endorse or recommend any Products.

## **SECTION 23 – REGISTRATION AND SECURITY**

In order to use all the services, you must open a Travel Accuracy account by selecting a password and user name. You shall provide Travel Accuracy with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms and Conditions, which may result in immediate termination of your Travel Accuracy Account. You represent that you shall not: (a) Select or use as a Travel Accuracy User ID a name of another person with the intent to impersonate that person, or (b) Use as a Travel Accuracy User ID a name subject to any rights of a person other than you without appropriate authorization.

Travel Accuracy reserves the right to refuse registration of or to cancel an Account at its sole discretion. You shall be responsible for maintaining the confidentiality of your password.

## **SECTION 24 – INTELLECTUAL PROPERTY**

All intellectual property rights subsisting in respect of the Travel Accuracy Platform belong to Travel Accuracy. This Travel Accuracy Platform, the Services and the Content are protected by copyright and other intellectual property rights as collective works and/or compilations, pursuant to applicable copyright laws, international conventions, and other intellectual property laws. You undertake that: (a) You shall not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, distribute, perform, display, or in any way exploit, any part of the Travel Accuracy Platform and the Content, software, materials, or the Services in whole or in part; (b) You shall only download or copy the Content for personal and non-commercial use, provided that you maintain all copyright and other notices contained in such Content; and (c) You shall not store any significant portion of any Content in any form. Copying or storing of any Content other than personal and non-commercial use is expressly prohibited without prior written permission from Travel Accuracy or from the copyright holder identified in such Contents copyright notice.

## **SECTION 25 – ACCESS AND USE OF SERVICE**

Travel Accuracy does not guarantee that the Services will always be available or uninterrupted. Travel Accuracy will not be liable to you if for any reason the Services are unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to the Services. You are also responsible for ensuring that all persons who access the Services through an Internet connection are aware of these Terms and Conditions and other applicable terms and conditions for the Services, and that they comply with them.

## **SECTION 26 – CURRENCY CONVERSION**

If Travel Accuracy provides a currency converter, currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified, and actual rates may vary. Currency quotes may not be updated on a daily basis, and its affiliates do not warrant or guarantee accuracy. Travel Accuracy shall not be liable to you if prices change due to currency fluctuations.

## **SECTION 27 – MEMBERSHIP**

Your Travel Accuracy account will continue until terminated. To use our service you must have Internet access and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time. Unless you cancel your membership before your billing date, you authorize us to charge the membership fee for the next billing cycle to your Payment Method. Currently, until further notice Travel Accuracy will provide its services on the platform free of any charge.

## **SECTION 28 - CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at [\*\*contact@travelaccuracy.com\*\*](mailto:contact@travelaccuracy.com).