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Director of Business Development

LTCIndia,

Address

Aditi Apartments

52 Tashkand Marg, Civil Lines

Allahabad UP India 211 001

Fees Payment

LTCIndia reserves the right to charge listing fees for certain listings, as well as transaction fees based on certain completed transactions using the services. LTCIndia further reserves the right to alter any and all fees from time to time, without notice.

You will be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the services.

In case, there is a short charging by LTCIndia for listing, services or transaction fee or any other fee or service because of any technical or other reason, it reserves the right to deduct/charge/claim the balance subsequent to the transaction at its own discretion.

In the rare possibilities of the reservation not getting confirmed for any reason whatsoever, we will process the refund and intimate you of the same. LTCIndia is not under any obligation to make another booking in lieu of or to compensate/replace the unconfirmed one. All subsequent further bookings will be treated as new transactions with no reference to the earlier unconfirmed reservation.

Any Charges due to Refunds/Litigations are to be borne by the concerned users/3rd party Travel Agents, Service Providers and Tour Operators and NOT LTCIndia. You shall request LTCIndia for any refunds against the unutilized or 'no show' air or hotel booking for any reasons within 30 days from the date of departure for the air ticket and/or the date of check in for the hotel booking. Any applicable refunds would accordingly be processed as per the defined policies of Airlines, hotels and LTCIndia as the case may be. No refund would be payable for any requests made after the expiry of 30 days as above and all unclaimed amounts for such unutilized or no show air or hotel booking shall be deemed to have been forfeited.

Usage of the Mobile Number of the User by LTCIndia

LTCIndia may send booking confirmation, itinerary information, cancellation, payment confirmation, refund status, schedule change or any such other information relevant for the transaction, via SMS or by voice call on the contact number given by you at the time of booking; LTCIndia may also contact you by voice call, SMS or email in case you couldn't or haven't concluded the booking, for any reason what so ever, to know your preference for concluding the booking and also to help you for the same. You hereby unconditionally consents that such communications via SMS and/or voice call by LTCIndia is (a) upon the request and authorization of the User, i.e. you (b) 'transactional' and not an 'unsolicited commercial communication' as per the guidelines of Telecom Regulation Authority of India (TRAI) and (c) in compliance with the relevant guidelines of TRAI or such other authority in India and abroad. You will indemnify LTCIndia against all types of losses and damages incurred by LTCIndia due to any action taken by TRAI, Access Providers (as per TRAI regulations) or any other authority due to any erroneous compliant raised by you on LTCIndia with respect to the intimations mentioned above or due to a wrong number or email id being provided by you for any reason whatsoever.

Insurance

Unless explicitly provided by LTCIndia in any specific service or deliverable, obtaining sufficient insurance coverage is the obligation/option of the user, i.e. you and LTCIndia doesn't accept any claims arising out of such scenarios.

Insurance, if any provided as a part of the service/product by LTCIndia shall be as per the terms and conditions of the insuring company. You shall contact the insurance company directly for any claims or disputes and LTCIndia shall not provide any express or implied undertakings for acceptance of the claims by the insurance company.

Force Majeure Circumstances

You agree that there can be exceptional circumstances where the service operators like the airlines, hotels, the respective transportation providers or concerns may be unable to honour the confirmed bookings due to various reasons like climatic conditions, labour unrest, insolvency, business exigencies, government decisions, operational and technical issues, route and flight cancellations etc. If LTCIndia is informed in advance of such situations where dishonour of bookings may happen, it will make its best efforts to provide similar alternative to its customers or refund the booking amount after reasonable service charges, if supported and refunded by that respective service operators. You agree that LTCIndia being an agent for facilitating the booking services shall not be responsible for any such circumstances and the customers have to contact that service provider directly for any further resolutions and refunds.

You agree that in situations due to any technical or other failure in LTCIndia, services committed earlier may not be provided or may involve substantial modification. In such cases, LTCIndia shall refund the entire amount received from the customer for availing such services minus the applicable cancellation, refund or other charges, which shall completely discharge any and all liabilities of LTCIndia against such non-provision of services or deficiencies. Additional liabilities, if any, shall be borne by you.

LTCIndia shall not be liable for delays or inabilities in performance or non-performance in whole or in part of its obligations due to any causes that are not due to its acts or omissions and are beyond its reasonable control, such as acts of God, fire, strikes, embargo, acts of government, acts of terrorism or other similar causes, problems at airlines, rails, buses, hotels or transporters end. In such event, the user affected will be promptly given notice as the situation permits.

Without prejudice to whatever is stated above, the maximum liability on part of LTCIndia arising under any circumstances, in respect of any services offered on the site, shall be limited to the refund of total amount received from the customer for availing the services less any cancellation, refund or others charges, as may be applicable. In no case the liability shall include any loss,

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- b. 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;
- c. Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- d. Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- e. Unsolicited promotions, political campaigning, advertising or solicitations;
- f. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- g. Viruses, corrupted data or other harmful, disruptive or destructive files;

h. Content that is unrelated to the topic of the Interactive Area(s) in which such Content is posted; or

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Content submitted by users will be considered non-confidential and LTCIndia is under no obligation to treat such Content as proprietary information. Without limiting the foregoing, LTCIndia reserves the right to use the Content as it deems appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. LTCIndia is under no obligation to offer you any payment for Content that you submit or the opportunity to edit, delete

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Right to Refuse

LTCIndia at its sole discretion reserves the right to not to accept any customer's order without assigning any reason thereof. Any contract to provide any service by LTCIndia is not complete until full money towards the service is received from the customer and accepted by LTCIndia.

Without prejudice to the other remedies available to LTCIndia under this agreement, under applicable law, LTCIndia may limit the user's activity, or end the user's listing, warn other users of the user's actions, immediately temporarily/indefinitely suspend or terminate the user's registration, and/or refuse to provide the user with access to the website if:

- The user is in breach of this agreement.
- LTCIndia is unable to verify or authenticate any information provided by the user; or
- LTCIndia believes that the user's actions may infringe on any third party rights or breach any applicable law or otherwise result in any liability for the user, other users of the website and/or LTCIndia.

LTCIndia may at any time in its sole discretion reinstate suspended users. Once the user have been indefinitely suspended the user shall not register or attempt to register with LTCIndia or use the website in any manner whatsoever until such time that the user is reinstated by LTCIndia.

Notwithstanding the foregoing, if the user breaches this agreement, LTCIndia reserves the right to recover any amounts due and owing by the user to LTCIndia and/or the service provider and to take strict legal action as LTCIndia deems necessary.

Right to Cancellation by LTCIndia in Case Of Invalid Information from User

You expressly undertake to provide to LTCIndia only correct and valid information while requesting for any services under this agreement, and not to make any misrepresentation of facts at all. Any default on your part would vitiate this agreement and shall disentitle you from availing the services from LTCIndia.

In case LTCIndia discovers or has reasons to believe at any time during or after receiving a request for services from you that the request for services is either unauthorized or the information provided by you or any of them is not correct or that any fact has been misrepresented by you, LTCIndia in its sole discretion shall have the unrestricted right to take any steps against you, including cancellation of the bookings, etc. without any prior intimation to you. In such an event, LTCIndia shall not be responsible or liable for any loss or damage that may be caused to you as a consequence of such cancellation of booking or services.

You unequivocally indemnify LTCIndia of any such claim or liability and shall not hold LTCIndia responsible for any loss or damage arising out of measures taken by LTCIndia for safeguarding its own interest and that of its genuine customers. This would also include LTCIndia denying/cancelling any bookings on account of suspected fraud transactions.

Interpretation Number and Gender

The terms and conditions herein shall apply equally to both the singular and plural form of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter form. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, the terms "herein", "hereof", "hereto", "hereunder" and words of similar import refer to this agreement as a whole.

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Onus of the User

LTCIndia is responsible only for the transactions (of money while purchasing a travel package) that are done by you through LTCIndia. LTCIndia will not be responsible for screening, censoring or otherwise controlling transactions, including whether the transaction is legal and valid as per the laws of the land where you belong to.

You warrant that you will abide by all such additional procedures and guidelines, as modified from time to time, in connection with the use of the services. You further warrant that you will comply with all applicable laws and regulations regarding the use of the services with respect to the jurisdiction concerned for each transaction.

You represent and confirm that you are of legal age to enter into a binding contract and are not a person barred from availing the Services under the laws of India or other applicable law.

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4. Include the following statement: "I have a good faith belief that the material that is claimed as copyright infringement is not authorized by the copyright owner, its agent, or the law."
5. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and I am the copyright owner, or am authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed."
6. The notice must be signed by the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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