

# **AGREEMENT**

Agreement between UTDB and User

## **APPLICABILITY**

This user agreement along with Terms of Service (collectively, the “User Agreement”) forms the terms and conditions for the use of services and products of Uttarakhand Tourism Development Board being offered through the website AAAAAA.XXXXXXX

Any person (“User”) who inquiries about or purchases any products or services through [www.xxxxx@XXX](http://www.xxxxx@XXX), mobile applications to be governed by this User agreement. The website and the mobile application are collectively referred to as ‘Website’.

Both User and UTDB are individually referred to as ‘Party’ and collectively referred to as ‘Parties’ to the agreement.

“Terms of Service” available on this website details out terms & conditions applicable on various services or products facilitated by UTDB. The User should refer to the relevant Terms of Service applicable for the given product or service as booked by the User. Such Terms of Service are binding on the User.

## **ELIGIBILITY TO USE**

The User must be at least 18 years of age and must possess the legal authority to enter into an agreement so as to become a User and use the services of the website. If you are a minor or are below the age of 18 years, you shall not register as s User of the Website and shall not transact on or use the Website.

As a minor if you wish to use or transact on the Website, such use or transactions shall only be made by a person of legal contracting age (legal guardian or parents).

Before using the Website, the User shall compulsorily read and understand this User Agreement, and shall be deemed to have accepted this User Agreement as a binding document that governs User’s dealings and transactions with UTDB. If the User does not agree with any part of this Agreement, then the User must not avail this website’s services.

All rights and liabilities of the User and UTDB with respect to any services or product facilitated by UTDB shall be restricted to the scope of this User Agreement.

## **CONTENT**

All content on this website including but not limited to audio, images, software, text, icons and such similar content (“Content”), are owned by UTDB or UTDB has necessary permission to use

the content for the specific propose on this website. User cannot use this Content for any other purpose, except as specified herein.

User agrees to follow all instructions provided by UTDB which will prescribe the way such User may use the Content.

There are a number of proprietary logos, service marks and trademarks displayed on the Website as may be applicable. UTDB does not grant the User a license, right or authority to utilize such proprietary logos, service marks, or trademarks in any manner. Any unauthorized use of the Content, will be in violation of the applicable law.

## **WEBSITE**

The website is meant to be used by bonafide User(s) for a lawful use.

User shall not distribute exchange, modify, sell or transmit anything from the Website, including but not limited to any text, images, audio and video, for any business, commercial or public purpose.

The User Agreement grants a limited, non-exclusive, non-transferable right to use this Website as expressly permitted in this User Agreement. The User agrees not to interrupt or attempt to interrupt the operation of the Website in any manner whatsoever.

Access to certain features of the Website may only be available to registered User(s). The process of registration, may require the User to answer certain questions or provide certain questions or provide certain information that may or may not be personal in nature. Some such fields may be mandatory or optional. User represents and warrants that all information supplied to UTDB is true and accurate.

UTDB reserves the right, in its sole discretion, to terminate the access to the Website and the services offered on the same or any portion thereof at any time, without notice, for general maintenance or any other reason whatsoever.

UTDB will always make its best endeavors to ensure that the content on its websites are free of any virus or such other malwares. However, any data or information downloaded or otherwise obtained through the use of the Website is done entirely at the User's own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that may result from the download of such data or information.

UTDB reserves the right to periodically make improvements or changes in its Website at any time without any prior notice to the User. User(s) are requested to report any content on the Website which is deemed to be unlawful, objectionable, libelous, defamatory, obscene, harassing, invasive to privacy, abusive, fraudulent, against any religious beliefs, spam, or is violative of any applicable

law to [contact@xxxx.com](mailto:contact@xxxx.com). On receiving such report, UTDB reserves the right to investigate and/or take such action as it may deem appropriate.

**User(s) shall not host, display, upload, publish, transmit or share any information on UTDB website or app which:**

- Belongs to another person and to which the User does not have any right;
- is obscene, pornographic, pedophilic, invasive of another's privacy including bodily privacy, insulting or harassing on the basis of gender, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence;
- is harmful to child;
- infringes any patent, trademark, copyright or other proprietary rights;
- deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any misinformation or information which is patently false and untrue or misleading in nature;
- impersonates another person;
- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognizable offence, or prevents investigation of any offence, or is insulting other nation;
- contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of this platform;
- violates any law for the time being in force;

**PROCEDURE TO REPORT OBJECTIONABLE/INFRINGING CONTENT**

- User(s) can report any content on the Website/App which is deemed to be unlawful, objectionable, libelous, defamatory, obscene, harassing, invasive to privacy, abusive, fraudulent, against any religious beliefs, spam, or is violative of any applicable law.
- If the individual is of the view that any content on or listings on this website any objectionable or infringing content, User(s) may fill out and submit the at [contact@xxxx.com](mailto:contact@xxxx.com). UTDB shall endeavor to review all complete and valid complaints within the prescribed timeframe under applicable law.
- The information shared as part of the complaint shall a) clearly identify the violations b) Location of the material on the Website, including but not limited to the link of the infringing material c) In case of any IP Violations, proof of ownership of such IP and d) contact information.
- Complaint consents that UTDB shall share the contents of any complaint with necessary third parties including without limitations the accused parties involved to determine the respective rights and liabilities against any allegedly illegal content.

- UTDB shall make commercially reasonable efforts to resolve all content related complaints within the time period prescribed under applicable law provided that:
  1. Complainant shall provide all relevant information and supporting documentation requested by UTDB to enable UTDB to evaluate the complaint; and,
  2. UTDB acts in good faith in the determination of any complaint and shall not be liable, in any manner whatsoever, for any act or omission of UTDB pursuant to such complaint, and no such act or omission shall be constructed to be an admission of any liability. All of UTDB rights in such matters are fully reserved. UTDB does not provide any guarantee or warranty in respect of the outcome of any.

## **LIMITED LIABILITY OF UTDB**

UTDB always acts as a facilitator by connecting the User with the respective “Service Provider”/Hotels/Home stays etc. UTDB’s liability is limited to providing the User with a booking as selected by the User.

Any issues or concerns faced by the User at the time of availing any such services shall be the sole responsibility of the Service Provider. UTDB will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence on part of any service.

Unless explicitly committed by UTDB as a part of any product or service:

- UTDB assumes no liability for the standard of services as provided by the respective Service Providers.
- UTDB provides no guarantee with regard to their quality or fitness as represented.
- UTDB doesn’t guarantee the availability of any services as listed by a Service Provider.

By making a booking, User understands UTDB merely provides a technology platform for booking of services and products and the ultimate liability rests on the respective Service Provider and not UTDB. Thus the ultimate contract of service is between User and Service Provider.

User further understands that the information displayed on the Website with respect to any service is displayed as furnished by the Service Provider. UTDB, therefore cannot be held liable in case if the information provided by the Service Provider is found to be inaccurate, inadequate or obsolete or in contravention of any laws, rules, regulations or directions in force.

## **USER’S RESPONSIBILITY**

Users are advised to check the description of the services and products carefully before making a booking. User(s) agree to be bound by all the conditions as contained in booking confirmation or as laid out in the confirmed booking voucher. These conditions are also to be read in consonance with the User Agreement.

If a User intends to make a booking on behalf of another person, it shall be the responsibility of the User to inform such person about the terms of this Agreement, including all rules and restrictions applicable thereto.

The User undertakes to abide by all procedures and guidelines, as modified from time to time, in connection with the use of the services available through this website. The User further undertakes to comply with all applicable laws, regulations, orders directions etc. issued by either the Central Government, State Government, District Authorities or any other statutory body empowered to do so w.r.t user of services or for each transaction.

The services are provided on an “as is” and “as available” basis. UTDB may change the features or functionality of the services being provided at any time, in its sole discretion, without any prior notice.

User also authorizes UTDB’s representative to contact such user over phone, message and email. This content shall supersede any preferences set by such User through national customer preference register (NCPR) or any other similar preferences.

## **SECURITY AND ACCOUNT RELATED INFORMATION**

While booking on the Website, the User will have to register through website OTP or email login. User shall be solely responsible for maintaining the confidentiality of both the password and the account as well as for all activities on the account. It is the duty of the User to notify UTDB immediately in writing of any unauthorized use of their account or any other breach of security. UTDB will not be liable for any loss that may be incurred by the User as a result of unauthorized use of the password or account, either with or without the User’s knowledge. The user shall not user anyone else’s account at any time.

User understands that any information that is provided to this Website may be read or intercepted by others due to any breach of security at the User’s end.

UTDB keeps all the data in relation to credit card, debit card, bank information etc. secured and in an encrypted form in compliance with the applicable laws and regulations. However, for cases of fraud detection, offering bookings on credit (finance) etc., UTDB may at times verify certain information of its Users like their credit score, as and when required.

Additionally, UTDB may share your Personal Information in an anonymized and/or aggregated form with a third party that UTDB may engage to perform certain tasks on its behalf, including but not limited to payment processing, data hosting, data processing, credit score and assessing credit worthiness for offering bookings on credit in accordance with the applicable laws.

UTDB adopts the best industry standard to secure the information as provided by the User. However, UTDB cannot guarantee that there will never be any security breach of its systems which may have an impact on User’s information too.

The data of the User as available with UTDB may be shared with concerned law enforcement agencies for any lawful or investigation purpose without the consent of the User.

## **FEES AND PAYMENT**

In addition to the cost of booking as charged by the Service Providers, UTDB reserves the right to charge certain fees in the nature of convenience fees or service fees. UTDB further reserves the right to alter any and all fees from time to time. Any such additional fees, including fee towards any modifications thereof, will be displayed to the User before confirming the booking or collecting the payment from such User.

In cases of short charging of the booking amount, taxes, statutory fee, convenience fee etc., owing to any technical error or other reason, UTDB shall reserve the right to deduct, charge or claim the balance amount from the User and the User shall pay such balance amount to UTDB. In cases where the short charge is claimed prior to the utilization of the booking, UTDB will be at liberty to cancel such bookings if the amount is not paid before the utilization date.

Any increase in the price charged by UTDB on account of change in rate of taxed or imposition of new taxes, levies by Government shall have to be borne by the User. Such imposition of taxes, levies may be without prior notice and could also be retrospective but will always be as per applicable law.

In the circumstance of a booking not getting confirmed for any reason whatsoever, UTDB will process the refund of the booking amount paid by the User and intimate the User about the same. UTDB is not under any obligation to provide an alternate booking in lieu of or to compensate or replace the unconfirmed booking. All subsequent bookings will be treated as new transactions. Any applicable refund will be processed as per the defined policies of the service provider and UTDB as the case may be.

The User shall be completely responsible for all charges, fees, duties, taxes and assessments arising out of the use of the service, as per the applicable laws.

User shall not hold any right to recover from UTDB any amount which is transferred by the User to any third party.

The User will not share his personal sensitive information like credit/debit card number, CVV, OTP, Card expiry date, User IDs, passwords etc. with any person.

Refunds, if any, on cancelled bookings will always be processed to the respective account or the banking instrument (credit card, wallet etc.) from which payment was made for that booking.

Booking(s) made by the User through UTDB are subject to the applicable cancellation policy as set out on the booking page or as communicated to the customers in writing.

UTDB provides various modes of making payments on the Website for transacting, like UPI, Credit/Debit Cards of various banks, Net Banking facility of all major banks, Wallets etc.

## **USAGE OF THE MOBILE NUMBER, COMMUNICATION DETAILS OF THE USER BY UTDB**

UTDB will send booking confirmation, itinerary information, cancellation, payment confirmation, refund status, schedule change or any such other information relevant for the transaction or booking made by the User, via SMS, internet-based messaging applications like Whatsapp, Voice call, Email or any other alternate communication detail provided by the User at the time of booking.

UTDB may also contact the User through the modes mentioned above for any pending or failed bookings, to know the preference of the User for concluding the booking and also to help the User for the same.

The User hereby unconditionally consents that such communications via SMS, internet-based messaging applications like Whatsapp, Voice Call, Email or any other mode by UTDB are:

- Upon the request and authorization of the User;
- ‘transactional’ and not an ‘unsolicited commercial communication’ as per the guidelines of Telecom Regulation Authority of India (TRAI), and
- in compliance with the relevant guidelines of TRAI or such other authority of India and abroad.

The User will indemnify UTDB against all types of losses and damages incurred by UTDB due to any action taken by TRAI, Access Providers (as per TRAI regulations) or any other authority due to any erroneous complaint raised by the User on UTDB with respect to the communications mentioned above or due to a wrong number or email id being provided by the User for any reason whatsoever.

## **FORCE MAJEURE**

There can be exceptional circumstances where UTDB and/or the Service Providers may be unable to honor the confirmed bookings due to various reasons like act of God, labor unrest, insolvency, a pandemic, an epidemic, business exigencies, government decision, terrorist activity, any operational and technical issues, route and flight cancellations etc. or any other reason beyond the control of UTDB. If UTDB has advance knowledge of any such situations where dishonor of bookings may happen, it will make its best efforts to provide similar alternative to the User or refund the booking amount after deducting applicable service charges, if supported and refunded by that respective service operations. The User agrees that UTDB being merely a facilitator of the services and products booked, cannot be held responsible for any such Force Majeure

circumstance. The User has to contact the Service Provider directly for any further resolutions and refunds.

The User agrees that in the event of non-confirmation of booking due to any technical reasons (like network downtime, disconnection with third party platforms such as payment gateways, banks etc.) or any other similar failures, UTDB's obligation shall be limited refunding the booking amount, if any, received from the customer. Such refund shall completely discharge UTDB from all liabilities with respect to the transaction. Additional liabilities, if any, shall be borne by the User,

In no event shall UTDB and be liable for any direct, indirect, punitive, incidental, special or consequential damages, and any other damages like damages for loss of use, data or profits, arising out of or in any way connected with the use of performance of the Website or any other Sales Channel.

## **ADVERTISERS ON UTDB AND LINKED WEBSITES**

The Website may contain links to third party websites. UTDB does not control such websites and is not responsible for its contents. If a User accesses any third-party website, the same shall be done entirely at the User's risk and UTDB shall assume no liability for the same.

## **RIGHT TO REFUSE**

### **RIGHT TO REFUSAL BY UTDB**

UTDB at its sole discretion reserves the right to not accept any booking without assigning any reason thereof.

In addition to other remedies and recourse available to UTDB under this User Agreement or under applicable law, UTDB may limit the User's activity, warn other users of the User's actions, immediately suspend or terminate the User's registration, or refuse to provide the User with access to the Website if.

- The User is in breach of this User Agreement; or
- UTDB is unable to verify or authenticate any information provided by the User; or
- UTDB 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 UTDB, or UTDB itself.

### **RIGHT TO REFUSAL BY END SERVICE PROVIDER:**

User agrees that the end service provider may refuse to provide the service (s), agreed to be provided to the User, for any booking made through UTDB with/without assigning any reasons or owing to reasons including but not limited to behavioral issues, public safety, health hazards,

infectious diseases, government orders/notification etc. In such scenarios of refusal, the liability that may ensue shall solely vest with the end service provider as it is outside the purview of UTDB and the User agrees that any claim, refund or damages against such refusal shall lie solely against the end service provider and not UTDB

## **RIGHT TO CANCEL**

The User Expressly undertakes to provide UTDB with correct and valid information while making use of the Website under this User Agreement, and not to make any misrepresentation of facts. Any default on part of the User would disentitle the User from availing the services from UTDB

In case UTDB discovers or has reasons to believe at any time during or after receiving a request for service from the User that the request for services is either unauthorized or the information provided by the User or any of the travelers is not correct or that any fact has been misrepresented by that User, UTDB shall be entitled to appropriate legal remedies against the User, including cancellation of the booking, without any prior intimation to the User, In such an event, UTDB shall not be responsible or liable for any loss or damage that may be caused to the User or any other person in the booking, as a consequence of such cancellation of booking or services.

If any judicial, quasi-judicial, investigation agency, government authority approaches UTDB to cancel any booking, UTDB will cancel the same without approaching the concerned User whose booking has been cancelled.

## **INDEMNIFICATION**

The User agrees to indemnify, defend and hold harmless UTDB, its respective officers, lawful successors and assigns from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by such indemnified persons, that arise out of, result from, or may be payable by virtue of, any breach of any representation or warranty provided by the User, or non-performance of any covenant by the User.

The User shall be solely liable for any breach of any country specific rules and regulations or general code of conduct and UTDB cannot be held responsible for the same.

## **MISCELLANEOUS**

**SEVERABILITY:** if any provision of this User Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this User Agreement shall continue to be in full force and effect.

**JURISDICTION:** This Agreement is subject to interpretation as per the law of India and the parties shall refer any unresolved disputes to the exclusive jurisdiction of courts in Uttarakhand.

**AMENDMENT TO THE USER AGREEMENT:** UTDB reserves the right to change the User Agreement from time to time. The User is responsible for regularly reviewing the User Agreement.

**CONFIDENTIALITY:** Any information which is specifically mentioned by UTDB as confidential shall be maintained confidentially by the User and shall not be disclosed unless as required by law or to serve the purpose of this User Agreement and the obligations of both the parties herein.

**FEEDBACK:** UTDB would like to know the feedback of the Users for improving its services. The User hereby authorizes UTDB to contact the User for their feedback on various services offered by UTDB. Such feedback may be collected through emails, telephone calls, SMS or any other medium from time to time.

**PRIVACY POLICY:** User shall also refer to UTDB's Privacy Policy available on UTDB's website which governs use of the Website. By using the Website, User agrees to the terms of the Privacy Policy and accordingly consents to the use of the User's personal information by UTDB and its affiliates in accordance with the terms of the Privacy Policy.

**GRIEVANCE REDRESSAL:** UTDB strongly believe in resolving the issues raised by the User(s). In the event if user feels that it's concern has not been resolved to it's satisfaction, User may contact our grievance officer, who shall endeavor to redress the concern within 30 days from the days of escalation.

In compliance of the information Technology Act, 2000 and rules made thereunder and also in compliance of the Consumer Protection (E-Commerce) Rules, 2020 the name and contact details of the Grievance Officer are herein as under:

Name:

Email ID:

Contact Number:

Address: