

# Terms & Conditions

BookYourTrips.in (hereafter referred to as "BYT") provides an online platform that connects Operators who have knowledge and experience with a particular travel destination or activity with Travellers seeking to experience such destinations and activities (collectively with the Site and Application (each as defined below), the "Services").

The Services are accessible at BookYourTrips.in and any related applications . By using the Services, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, Application and Services and all Collective Content (defined below) and constitute a binding legal agreement between you and BYT.

Please carefully read these Terms and our Privacy Policy and our Legal Notice, each of which is incorporated by reference into these Terms. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Services. Failure to use the Services in accordance with these Terms may subject you to civil and criminal penalties.

THE SERVICES COMPRISE AN ONLINE PLATFORM THROUGH WHICH OPERATORS (DEFINED BELOW) MAY CREATE LISTINGS (DEFINED BELOW) FOR TOURS (DEFINED BELOW) AND TRAVELLERS (DEFINED BELOW) MAY LEARN ABOUT AND BOOK SUCH GROUP TOURS.

YOU UNDERSTAND AND AGREE THAT BYT IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN OPERATORS AND TRAVELLERS, NOR IS BYT AN AGENT OR INSURER. BYT HAS NO CONTROL OVER THE CONDUCT OF OPERATORS, TRAVELLERS AND OTHER USERS OF THE SERVICES OR ANY GROUP TOURS, AND DISCLAIMS ALL LIABILITY IN THIS REGARD.

## Key Terms

"Collective Content" means Member Content and BYT Content. "Content" means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials. "Operator Service provider or Vendor" means a Member who creates a Listing via the Services. "Listing" means an Activity or Tour that is listed by an Operator as available for booking via the Services. "Member" means a person who completes BYT's account registration process, including, but not limited to Operators and Travellers, as described under "Account Registration" below. "Member Content" means all Content that a Member posts, uploads, publishes, submits or transmits to be made available through the Services.

"Tax" or "Taxes" mean any sales taxes, value added taxes (VAT), goods and services taxes (GST) and other similar municipal, state and federal indirect or other withholding and personal or corporate income taxes. "BYT Content" means all Content that BYT makes available through the Services, including any Content licensed from a third party, but excluding Member Content. "Traveller" means a Member who requests a booking of a Tour via the Services, or a Member who participates in a Tour and is not the Operator for such Tour. Certain portions of the Services (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific portion of the Services, or Collective Content, the latter terms and conditions will take precedence with respect to your use of or access to that portion of the Services, or Collective Content.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR OTHERWISE THROUGH THE SERVICES YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE

TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICES, OR COLLECTIVE CONTENT.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

The Services can be used to facilitate the listing and booking of tours and activities ("Group / Individual Tours"). Such Group / Individual Tours are included in Listings on the Services by Operators. You may view Listings as an unregistered visitor to the Services; however, if you wish to book a Tour or create a Listing, you must either register to create a BYT Account (defined below) or provide your email address. As stated above, BYT makes available a platform with related technology for Travellers and Operators to meet online and arrange for bookings of Group / Individual Tours. BYT is not an operator of tours, activities or other Group / Individual Tours, nor is it a provider of group tour Group / Individual Tours or activities and BYT does not own, sell, resell, furnish, provide, manage and/or control any transportation, tour or travel services.

For any kind of visa, inner line permits, forest department or government permissions and tickets to entrance parks which are part of your itinerary, please check with the tour operator or plan them in advance. BYT does not provide these services or checks any of these services. BYT only facilitates ticket booking and does not take any guarantee of any kind of permissions or tickets required in course of your tour itinerary. In case you miss and do not have required documents due to which you are not able to complete your tour, BYT or tour operator will not be liable for the act.

BYT'S responsibilities are limited to facilitating the availability of the Services and serving as the limited agent of each Operator for the purpose of accepting payments from Travellers on behalf of the Operator.

PLEASE NOTE THAT, AS STATED ABOVE, THE SERVICES ARE INTENDED TO BE USED TO FACILITATE THE BOOKING OF GROUP / INDIVIDUAL TOURS. BYT CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY GROUP / INDIVIDUAL TOURS. BYT IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND TOURS. ACCORDINGLY, ANY BOOKINGS WILL BE MADE AT THE TRAVELER'S OWN RISK.

## Modification

BYT reserves the right, at its sole discretion, to modify the Services at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or via the Services or provide you with notice of the modification. Any changes will become effective immediately upon your acceptance of the modified Terms, whether by, without limitation, creating a Listing or requesting the booking of an Group Tour. If the modified Terms are not acceptable to you, your only recourse is to cease using the Services.

## Eligibility

The Services can be used to facilitate searching, comparing and booking of tours and activities. Such Group / Individual Tours are included in Listings on the Services by Operators. You may view Listings as an unregistered visitor to the Services; however, if you wish to book a Tour or , you must either register to create a BYT Account (defined below) or provide your email address. As stated above, BYT makes available a platform with related technology for Travellers and

Operators to meet online, write reviews, search, compare and arrange for bookings of Group or Individual Tours. BYT is not an operator of tours, activities or other Group or Individual Tours, nor is it a provider of group tours or activities and BYT does not own, sell, resell, furnish, provide, manage and/or control any transportation, tour or travel services.

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