



TERMS OF USE, CONDITIONS AND SERVICE AGREEMENT

(For Tour Operators)

Last Update: 8th March 2024

1. DEFINITIONS

For the purposes of this Terms and Conditions Agreement (the "Agreement") the following terms shall have the meanings set forth below:

- 1.1.** "COMPANY" shall mean Itinges Technologies Private Limited, Corporate Identification Number (CIN): U72900KL2020PTC061350
- 1.2.** "PLATFORM" shall mean 'Tour Matrix – BRIDGE' and its related services, including but not limited to any software, applications, websites, tools, features, or functionalities provided by the "COMPANY"
- 1.3.** "USER" shall mean any person who accesses or uses the PLATFORM and may include, but is not limited to, travel agencies or tour operators.

2. ACCEPTANCE OF AGREEMENT

- 2.1.** "USER" may use the "PLATFORM" only if they agree to these Terms and Conditions and to the processing of their information as described in our Privacy Policy. By accessing or using the "PLATFORM", you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of this Agreement. If you do not agree to these terms and conditions, you may not access or use the "PLATFORM".

3. WHAT YOU REPRESENT

- 3.1.** By agreeing to these Terms, you represent and warrant that all information you provide on the platform is true, accurate, and current to the best of your knowledge. You acknowledge and agree that any inaccurate or incomplete information may result in termination of your use of the platform.
- 3.2.** You represent and warrant that you have the legal rights, power, and authority to agree to these Terms and perform all acts required of you under this agreement.
- 3.3.** You agree that you will use the "PLATFORM" solely for the purpose of conducting your own business, and not for the benefit of any third party without the express prior written consent of the platform.

4. USE OF THE "PLATFORM"

- 4.1.** You may use the "PLATFORM" solely for your own business, and not for the benefit of any third party.
- 4.2.** You agree that you will use the "PLATFORM" for its intended purpose, and in compliance with all applicable laws and regulations administrative orders, ordinance, constitution, decree, principles of common law, binding governmental policies, statute or treat and shall include notifications, guidelines, policies, directions, directive and orders of Government of India or any subdivision thereof, State



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Governments local or other concerned statutory Authority, and international, as applicable.

5. RESTRICTIONS ON USE

- 5.1.** You are prohibited from copying the Software on the platform or any portion thereof.
- 5.2.** You are prohibited from modifying, adapting, translating, or creating derivative works based on the software used on the platform.
- 5.3.** You are prohibited from reverse engineering, decompiling, disassembling, or otherwise attempting to discover the source code of the software on the platform.
- 5.4.** You are prohibited from renting, leasing, lending, selling, sublicensing, distributing or otherwise transferring the “PLATFORM” to any third party.
- 5.5.** You are prohibited from using the “PLATFORM” for any illegal, fraudulent or otherwise unauthorized purpose, or to distribute any viruses, malware, or other harmful software.

6. INTELLECTUAL PROPERTY

- 6.1.** All intellectual property, including but not limited to copyrights, patents, patent applications, trademarks, trade secrets, and other proprietary information or rights arising out of or created during the performance of this agreement, shall be owned exclusively by the “COMPANY”.
- 6.2.** The “COMPANY” grant "USER" a limited, non-exclusive, non-transferable license to use such intellectual property solely for the purpose of performing their obligations under this agreement.
- 6.3.** "USER" shall take all commercially reasonable steps to protect the secrecy, confidentiality, and value of the owner’s intellectual property.
- 6.4.** Any unauthorized use, reproduction, distribution, or disclosure of the company’s intellectual property by "User" shall constitute a material breach of this agreement and shall entitle the “COMPANY” to seek injunctive relief and all other remedies available at law or in equity.

7. DISCLAIMER OF WARRANTIES

- 7.1.** The 'PLATFORM' is sold on an 'as-is' basis, with features and functionality that are intended for use of entities engaged in the business of packaged tour operations and allied services in the travel industry.
- 7.2.** The 'COMPANY' acknowledges the use of third-party services like Amazon Web Services (AWS) or similar service providers, for hosting the 'PLATFORM'. The 'COMPANY' cannot be held liable for any potential disruptions or errors that may arise due to factors beyond our direct control, such as the performance of AWS or other external influences.
- 7.3.** The 'COMPANY' does not provide any representations or warranties concerning the accuracy, reliability, completeness, or timeliness of the data entered by the 'USER.'



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7.4. The 'PLATFORM' utilizes algorithms grounded in the standard business practices to calculate and present results. 'Users' are strongly encouraged to verify the usability of the results before integrating them into their operations.

8. LIMITATION OF LIABILITY

- 8.1.** In no event shall the "COMPANY" be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with the use or inability to use the "PLATFORM", including but not limited to damages for lost profits, loss of data, or other intangible losses.
- 8.2.** The "COMPANY" shall not be liable for any damages arising out of or in connection with any third-party content or services accessed through the "PLATFORM", including but not limited to damages for lost profits, loss of data, or other intangible losses.
- 8.3.** The total liability of the "COMPANY" for any claims arising out of or in connection with the "PLATFORM" shall be limited to the commission amount paid or payable by you to the "COMPANY" for the specific transaction, if any, for use of the "PLATFORM". This limitation shall apply regardless of the form of action, whether in contract, tort, negligence, or otherwise, and even if the "COMPANY" has been advised of the possibility of such damages.

9. INDEMNIFICATION

- 9.1.** You agree to indemnify and hold harmless the "COMPANY" and their officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees, arising out of or in connection with your use of the "PLATFORM", your breach of this Agreement, or any violation of applicable law. This indemnification obligation shall survive the termination of this Agreement.

10. MEASURES AGAINST UNACCEPTABLE BEHAVIOR

- 10.1.** The "COMPANY" may investigate your use of the "PLATFORM" to ensure compliance with appropriate use and terminate your access to the service to comply with any legal or regulatory requirements.
- 10.2.** If your account is cancelled, you will not be entitled to a refund. We shall provide you with a reason for the cancellation unless it contravenes applicable laws or would prevent the detection or prevention of fraud or other illegal activities.
- 10.3.** If you think that your account was cancelled by mistake, please do not hesitate to contact us by sending an email to the address provided in the "Contact" section of this agreement. We will be happy to investigate the issue and provide you with an explanation, if possible.

11. TERMINATION



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- 11.1.** The "COMPANY" reserves the right to terminate your access to the "PLATFORM", after providing you with a Thirty Days [30 days] written notice in case of fraud or abuse, failure to pay subscription, or inappropriate or unlawful behaviour towards us.
- 11.2.** Either Party shall agree that this is a perpetual agreement unless terminated by "COMPANY" or "User".

12. AMENDMENT

- 12.1.** The "COMPANY" reserves the right to amend this agreement at any time sending it as an email or by posting a revised version on their website. The revised version shall be effective immediately upon posting.
- 12.2.** Your continued use of the "PLATFORM" following the posting of any changes to this agreement constitutes acceptance of those changes.
- 12.3.** If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- 12.4.** The amended agreement shall constitute the entire agreement between the Partner and the Company regarding the subject matter described herein and shall supersede all prior or contemporaneous agreements, communications, and proposals, whether oral or written, between the parties.

13. GOVERNING LAW AND ARBITRATION FORUM

13.1. GOVERNING LAW

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the **laws of India**. Each Party irrevocably agrees that the Courts of **Ernakulam, Kerala, India** shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

13.2. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, shall be settled by arbitration in accordance with the Arbitration & Conciliation Act, 1996, India as at present in force. The seat and place of arbitration shall be Ernakulam, Kerala, India and the English language shall be used throughout the arbitral proceedings.

13.3. INFORMAL DISPUTE RESOLUTION

Before serving a demand for Arbitration of a Claim, You and Company agree to first notify each other of the Claim. You agree to notify owner of the claim by email to the address provided in the "Contact" section of this agreement and "COMPANY" agrees to provide to you a notice at your email address on file (in each case, a "Notice").



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“COMPANY” then will seek informal voluntary resolution of the claim. Any Notice must include pertinent account information, a brief description of the Claim, and contact information, so that You or owner as applicable, may evaluate the Claim and attempt to informally resolve it. Both You and “COMPANY” will have 60 days from the date of the receipt of the Notice to informally resolve the other party’s claim and avoid the need for further action

14. CONTACT

All correspondence and notice intended for the "COMPANY" must be sent to both the email addresses mentioned below:

- i. support@itinges.com
- ii. info@itinges.com