

Agreement Between Users and BidMyTrip

This Agreement is between BidMyTrip [referred as BMT], which is a part and parcel of United Solutions, and “Users” who register on BMT platform, browse, search and book tour packages and holiday packages and avail all related services on the BidMyTrip Platform

1. INTRODUCTION

1.1 BMT is a platform for searching, browsing and booking tour/holiday packages including one or more of the related bookings such as travel by air, bus, train, taxi, hotels etc.

1.2 BMT acts solely as a facilitator between Users and Service Providers and is not responsible for the actual delivery of services by Service Providers.

1.3 By using BMT's Services, the User agrees to be bound by this Agreement and any applicable Terms of Service ("TOS"). If the User does not agree, they must not use BMT's Services.

1.4 In the event of a conflict between this Agreement and any additional terms within specific BMT pages or documents, this Agreement shall prevail.

2. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set out below:

2.1 "Agreement" means this User Agreement, as amended from time to time.

2.2 "Service Provider" means any tour operator, travel agent, airline, hotel, bus, train, taxi service/company/operator or other third-party provider whose services are made available through BMT's platform.

2.3 "Services" means all services, products and information made available through BMT's websites, mobile applications and other sales channels.

2.4 "TOS" means the Terms of Service applicable to specific products or services offered on BMT's platform.

2.5 "User" or "you" means any person who accesses or uses BMT's Services.

2.6 "Personal Booking Tool" means any tool or feature on BMT's platform that allows a User to make bookings on behalf of themselves or others.

3. APPLICABILITY OF THE AGREEMENT

3.1 This agreement ("User Agreement") incorporates the terms and conditions for BMT to provide services to the person(s) ("the User") intending to purchase or inquiring for any products and/or services offered through BMT's websites. The party providing holiday/tour packages are referred to as "Service Provider".

3.2 Both User and BMT are individually referred as 'party' to the agreement and collectively referred to as 'parties'.

3.3 BMT shall have no liability for services booked through the Personal Booking Tool, except to the extent arising from BMT's own gross negligence or fraud.

3.4 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.

4. USER ACCOUNT AND PASSWORDS

4.1 By using the Account and Accessing service on BMT's websites or app, the User authorizes BMT and its agents to access third party sites, including that of Banks and other payment gateways, designated by them or on their behalf for retrieving requested information.

4.2 While registering, the User will choose a password and is responsible for maintaining the confidentiality of the password and the account.

4.3 The User is fully responsible for all activities that occur while using their password or account. It is the duty of the User to notify BMT immediately in writing of any unauthorized use of their password or account or any other breach of security. The User shall not use anyone else's password at any time.

4.4 BMT shall not be liable for any loss arising from unauthorized use of a User's account, unless such loss is caused by BMT's own negligence.

5. USER OBLIGATIONS

5.1 BMT is responsible only for the transactions that are done by the User through BMT. BMT 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 of the User.

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

5.3 The User represents and confirms that the User is of legal age to enter into a binding contract and is not a person barred from availing the Services under the laws of India or other applicable law.

5.4 The User shall not use BMT's Services for any commercial resale or redistribution without BMT's prior written consent.

5.5 The User shall be required to read and accept the relevant TOS for each service/product availed as per service providers' terms and conditions over and above those stated here. The User shall be responsible for compliance with the terms of the terms and conditions of service Provider with whom the User chooses to deal with.

6. FEES AND PAYMENTS

6.1 The User is solely responsible for going through the quotation and terms and conditions of the service providers and understanding the payment terms BEFORE making any payment. The User shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the services.

6.2 BMT reserves the right to charge listing fees for certain listings, as well as transaction fees based on certain completed transactions using the services. All such charges, fees etc. will be indicated before payment is made.

6.3 BMT may modify its fees and charges from time to time, provided it gives the User at least 7 (seven) days' prior through its platform and tools.

6.4 In case of any short-charging due to a technical error, BMT shall notify the User within 7 (seven) days and may seek recovery of the shortfall only with the User's prior written consent

(email consent). BMT shall not make unilateral deductions from the User's account or payment instruments.

6.5 We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on account of the Cardholder having exceeded the preset limit mutually agreed by us and/or service provider with the acquiring bank from time to time.

7. CANCELLATIONS, MODIFICATIONS AND REFUNDS

7.1 Refund requests for unutilised or "no-show" bookings must be submitted within 60 (sixty) days from the scheduled date of departure or service, for any reason and will subject to and processed as per cancellation policy of the service provider.

7.2 Refunds will be processed as per the relevant Service Provider's policy. BMT shall endeavour to process approved refunds within 10 (ten) to 15 (fifteen) business days of receipt of the refund request. No refund shall be payable for requests made after the 60-day window, and unclaimed amounts shall be deemed forfeited.

7.3 Cancellation and modification policies are set by the respective Service Providers. Users must review these policies carefully before booking.

7.4 BMT reserves the right to cancel a booking without prior notice if the User has provided incorrect, fraudulent or misrepresented information.

8. FORCE MAJEURE

8.1 The User agrees that there can be exceptional circumstances where service operators may be unable to provide all or part of the services related to holiday/tour booking such as airline travel, bus, train or other transport, or hotels, due to reasons like climatic conditions, labour unrest, insolvency, business exigencies, government decisions, operational and technical issues, route and flight cancellations etc. The User agrees that BMT, as a facilitating agent, shall not be responsible for any such circumstances and customers must contact the Service Provider directly for resolutions and refunds.

8.2 Notwithstanding clause 8.1, BMT shall provide timely communications and updates to affected Users, but shall be according to terms and conditions stated by the service providers and as per their communication to BMT regarding the matter.

8.3 In the event of BMT's own technical failure resulting in non-provision or material modification of services, BMT shall refund the full amount paid by the User without deduction of any cancellation charges attributable to BMT's failure. This provision shall not apply to cancellation charges imposed by third-party Service Providers.

8.4 BMT shall not be liable for delays or failures in performance due to causes beyond its reasonable control, such as acts of God, fire, strikes, government acts, terrorism, natural disasters, unrest, conflict, war or security problems. In such events, the User will be notified as promptly as circumstances permit.

8.5 Without prejudice to clause 9 (Limitation of Liability), the maximum liability of BMT in respect of force majeure events shall be limited to the refund of amounts actually paid by the User to BMT for the affected service, less any cancellation charges imposed by third-party Service Providers.

9. LIMITATION OF LIABILITY AND DISCLAIMERS

9.1 The User expressly agrees that use of the Services is at their sole risk. To the extent BMT acts only as a facilitator on behalf of third party service providers, it shall not have any liability whatsoever for any aspect of the standards of services provided by the service providers.

9.2 The Services are provided on an "as is" and "as available" basis. BMT may change the features or functionality of the Services at any time, in its sole discretion, without notice. BMT expressly disclaims all warranties of any kind, whether expressed or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

9.3 In no event shall BMT and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential or other damages, including loss of use, data or profits, arising out of or connected with the use of BMT's websites or Services. Notwithstanding the foregoing, nothing in this Agreement shall limit BMT's liability for its own gross negligence, fraud, or willful misconduct.

9.4 BMT's maximum aggregate liability to a User in connection with any claim shall not exceed the total amount paid by the User to BMT for the specific service in respect of which the claim arises.

9.5 The User understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the Service is done entirely at their own discretion and risk. BMT will strive to ensure that content on its websites is free of any virus or malware.

10. INTELLECTUAL PROPERTY

10.1 BMT may provide the User with contents such as sound, photographs, graphics, video or other material contained in sponsor advertisements or information. This material may be protected by copyrights, trademarks, or other intellectual property rights and laws.

10.2 The User may use this material only as expressly authorized by BMT and shall not copy, transmit or create derivative works of such material without express authorization.

10.3 The User acknowledges and agrees that they shall not upload, post, reproduce, or distribute any content on or through the Services that is protected by copyright or other proprietary right of a third party, without obtaining written permission of the BidMytrip/owner of such right.

10.4 Unless otherwise specified, BMT's Services are for the User's personal and non-commercial use. The User may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the BMT website(s) without BMT's express written approval.

11. THIRD-PARTY LINKS AND ADVERTISERS

11.1 BMT is not responsible for any errors, omissions or representations on any of its pages or on any links or on any of the linked website pages and advertisers' content. BMT does not endorse any advertiser on its web pages in any manner except the accepted commercial promotions.

11.2 The linked sites are not under the control of BMT and BMT is not responsible for the contents of any linked site or any link contained in a linked site, or any information given in the advertisements and promotions of third parties on its website. BMT provides these links to

Users only as a convenience and inclusion of any link does not imply endorsement of the site by BMT.

11.3 Users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information or advertisements.

12. CONFIDENTIALITY

12.1 Any information which is specifically mentioned by BMT 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 Agreement and the obligations of both the parties therein.

13. DATA PROTECTION AND PRIVACY

13.1 BMT collects and processes personal data (including name, email address, payment details and mobile number) in connection with the Services. BMT's Privacy Policy, available at [<https://bidmytrip.net/privacy-policy>], governs the collection, use and processing of such data and forms part of this Agreement.

13.2 BMT complies with applicable data protection laws, including the Information Technology (Amendment) Act, 2008 and the Digital Personal Data Protection Act, 2023 (DPDPA).

13.3 Users have the right to access, correct and request erasure of their personal data, subject to applicable laws. Requests may be directed to BMT's Data Fiduciary at [support@bidmytrip.net].

13.4 BMT shall not share personal data with third parties except as required to provide the Services, comply with applicable law, or as set out in the Privacy Policy.

14. COMMUNICATIONS AND MARKETING

14.1 BMT may send booking confirmation, itinerary information and booking status updates to the User via SMS on the mobile number provided at the time of booking.

14.2 The User consents to receive transactional SMS in accordance with the "Do Not Disturb" guidelines of the Telecom Regulatory Authority of India (TRAI) or other applicable authority. The User may opt out of non-transactional marketing communications at any time by contacting BMT's customer support or following the opt-out instructions provided. Transactional SMS related to confirmed bookings will continue regardless of marketing opt-out preferences.

14.3 The User hereby specifically authorizes BMT to contact them with offers on various services offered by it through direct mailers, e-mailers, telephone calls, short messaging services (SMS) or any other medium, from time to time. In case that the User chooses not to be contacted, they shall write to BMT for specific exclusion. at support@bidmytrip.net

15. INDEMNIFICATION

15.1 The User agrees to indemnify, defend and hold harmless BMT and/or its affiliates, their websites and their respective lawful successors and assigns from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by BMT that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by the User pursuant to this Agreement.

15.2 The User shall be solely and exclusively liable for any breach of any specific rules and regulations or general code of conduct.

15.3 BMT agrees to indemnify the User against claims arising directly from BMT's own gross negligence, fraud or material breach of this Agreement.

16. TERMINATION AND SUSPENSION

16.1 BMT reserves the right to decline a booking or suspend/terminate a User's access for reasons including but not limited to: unavailability of inventory, incomplete or inaccurate User information, suspected fraudulent activity, or non-compliance with applicable laws. BMT shall endeavour to notify the User of such refusal where reasonably practicable. A booking is not confirmed until full payment has been received and accepted by BMT.

16.2 Without prejudice to other available remedies, BMT may limit User activity, suspend or terminate User registration, and/or refuse access to its website if:

16.2.1 The user is in breach of this Agreement, the TOS and/or the documents it incorporates by reference;

16.2.2 BMT is unable to verify or authenticate any information provided by the user; or

16.2.3 BMT 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 BMT.

16.6 BMT may reinstate suspended Users at its sole discretion. An indefinitely suspended User shall not re-register or attempt to use BMT's Services until reinstated by BMT.

16.7 The User expressly undertakes to provide to BMT only correct and valid information while requesting for any services under this Agreement, and not to make any misrepresentation of facts at all.

16.8 In case BMT discovers or has reasons to believe at any time during or after receiving a request for services from the User that the request is either unauthorized or the information provided is not correct, BMT in its sole discretion shall have the right to cancel the bookings without prior intimation and delete membership. BMT shall not be responsible or liable for any loss or damage as a consequence of such cancellation/deletion.

16.9 BMT may suspend or terminate access to its websites or Services with at least 24 (twenty-four) hours' prior notice where practicable, except in cases of emergency maintenance, security incidents, or force majeure events.

17. MODIFICATION OF THIS AGREEMENT

17.1 BMT reserves the right to change the terms, conditions, and notices under which its websites are offered. BMT shall notify the User of any material changes via email or a prominent platform notice at least 15 (fifteen) days prior to the effective date. The User's continued use of BMT's Services after the effective date shall constitute acceptance of the modified Agreement.

18. GOVERNING LAW AND DISPUTE RESOLUTION

18.1 This Agreement shall be governed by and construed in accordance with the laws of India.

18.2 BMT hereby expressly disclaims any implied warranties imputed by the laws of any jurisdiction or country other than those where it is operating its offices.

18.3 Any dispute arising out of or relating to this Agreement shall first be subject to good-faith negotiations between the Parties for a period of 30 (thirty) days from the date of written notice. If unresolved, the Parties shall submit to binding arbitration under the Arbitration and Conciliation Act, 1996 (as amended), conducted in Bengaluru, Karnataka, India.

18.4 For the purposes of interim relief or enforcement of an arbitral award, the courts of Bengaluru, Karnataka shall have non-exclusive jurisdiction over matters covered under this Agreement.

19. GENERAL PROVISIONS

19.1 Severability: If any provision of this 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 provisions of this Agreement shall continue to be in full force and effect.

19.2 Entire Agreement: This Agreement, together with the Privacy Policy and any applicable TOS, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements and understandings.

19.3 No Waiver: BMT's failure to enforce any provision of this Agreement shall not constitute a waiver of its right to enforce such provision in the future.

19.4 Relationship: None of the provisions of this Agreement shall be deemed to constitute a partnership between the User and BMT, and no party shall have any authority to bind or shall be deemed to be the agent of the other in any way.

19.5 Headings: The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement.

19.6 Updates: User acknowledges that BMT provides services with reasonable diligence and care. Changes are periodically made to the information on BMT's websites. Any advice received except through an authorized representative of BMT via BMT's websites should not be relied upon for any decisions.