

APPROVED BY MINISTRY OF TOURISM  
GOVERNMENT OF INDIA



# MERRYGO TRAVELS Pvt. Ltd.

3, MUNICIPAL MARKET, PLAZA OUTER CIRCLE, CONNAUGHT PLACE, NEW DELHI - 110001 (INDIA)

PHONES:- (0091) 78 27 25 0010- 11 - 12 TELE/FAX:- (0091-11) 2334 8294

## PRIVACY POLICY

**Merrygo Travels Pvt. Ltd.** deeply respects as well as zealously safeguards your privacy. Our standardized privacy policy ensures that all personally identifiable information (any information, such as name, address, and telephone number that may identify you) that you leave on our network of websites are secure with us. You may also browse our site network without leaving any personal information. Although we do track the Internet address of the people, who visit us, for the purpose of analyzing statistics and understanding trends this does not include any personally identifiable information. So you may browse our site network remaining completely anonymous.

**Merrygo Travels Pvt. Ltd.** will not sell, trade or disclose to third parties any information derived from the registration for, or use of, any online service (including names and addresses) without the consent of the user or customer (except as required by subpoena, search warrant, or other legal process or in the case of imminent physical harm to the user or others). Some information (such as, your name, travel date etc) are shared with our suppliers (such as, hotels, transporters etc) for purposes of confirming your registration and providing the service you require.

We at **Merrygo Travels Pvt. Ltd.** condemn unauthorized access and improper use or disclosure of your personal information and have strict policy guidelines and technology with security features to prevent the same. In case of any alteration / amendment in our privacy policy, the same would be posted here along with new dates to be effective from. Should you require any further info on Privacy Policy of **Merrygo Travels Pvt. Ltd.**, please send us an email [info.merrygo@gmail.com](mailto:info.merrygo@gmail.com) with 'Privacy Policy' in the subject field.

**Merrygo Travels Pvt. Ltd.** will try to respond to all reasonable concerns or inquiries within five business days of receipt.

## USER AGREEMENT

### ACCEPTANCE OF TERMS

1.1 [Indiatourplan.com](http://Indiatourplan.com) website ("Website") is an internet based travel portal owned and operated by **Merrygo Travels Pvt. Ltd.** a destination management company incorporated under the laws of India, with its registered offices at Delhi. **MERRYGO TRAVELS PVT. LTD.** 3, Municipal Market, Plaza Outer Circle Connaught Place, New Delhi - 110001.

1.2 Through the Website, **Merrygo Travels Pvt. Ltd.** shall provide you ("User") travel-related information, pricing, and reservations for hotels, holiday packages, airlines, car rentals across India ("Services"), as more particularly described and defined in the terms of service ("TOS") relating to such Services, as set out in Annex 1; These Services may be availed by the User, his family members, relatives and friends in India at any time during the year through vendors ("Service Providers").

1.3 This User Agreement ("Agreement") elaborates the terms and conditions on which **Merrygo Travels Pvt. Ltd.** shall provide the Services to the User through its website networks. In addition to this Agreement and depending on the Services opted for by the User, the User shall be required to read and accept the relevant TOS for such Service, which may be updated or modified from time to time by **Merrygo Travels Pvt. Ltd.** Such TOS shall be deemed to be a part of this Agreement and in the event of a conflict between such TOS and this Agreement, the terms of this Agreement shall prevail.

1.4 Transaction on the Merrygo Travels Websites network is offered to the User on condition of acceptance without modification of all the terms, conditions and notices contained in this Agreement and the TOS, as may be posted on the Website from time to time. It is clarified that use of the Website (site network) by the User constitutes an acknowledgement and acceptance by the User of this Agreement and the TOS. In case of disagreement with terms, conditions and notices or any part of the same, the User must not transact on the Website.

1.5 Additionally, the Service Provider may provide terms and guidelines that govern the service(s) offer or a particular feature of the same or the operating rules and policies applicable to each Service (for example: tour package, hotel reservations, flights etc.). The User shall be responsible for ensuring compliance with the terms and guidelines or operating rules and policies of the Service Provider with whom the User elects to deal, including terms and conditions set forth in a Service Providers' fare rules or contract of carriage. In the event of conflict between part/whole of the terms, conditions and notices contained in this Agreement (TOS) and the additional/other terms and guidelines specified by the Service Provider the latter terms/guidelines shall prevail.

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1.6 **Merrygo Travels Pvt. Ltd.**, at its sole discretion, Reserves The Right Not To Accept Any Order Placed By The User Through The Website Without Assigning any Reason Thereof. Any Contract To Provide Any Service By **Merrygo Travels Pvt. Ltd.** is Not Complete Until Full Money Towards The Service Is Received From The User and Accepted by **Merrygo Travels Pvt. Ltd.**

## MODIFICATION OF TERMS

1.7 **Merrygo Travels Pvt. Ltd.** reserves the right to change the terms, conditions and notices under which the Services are offered through the Website, including but not limited to the charges for the Services provided through the Website. The User shall be responsible for regularly reviewing these terms and conditions.

## PRIVACY POLICY

1.8 The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of **Merrygo Travels Pvt. Ltd.** in respect of the Website, as set out in Annex 2 The User further consents that the terms and contents of such Privacy Policy are acceptable to him.

## LIMITED USER

1.9 The User agrees and undertakes not to sell, trade or resell or exploit for any commercial purposes, any portion of the Service. For the removal of doubt, it is clarified that the Website is not for commercial use but is specifically meant for personal use only.

1.10 The User further agrees and undertakes not to reverse-engineer, 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 Website. Limited reproduction and copying of the content of the Website is permitted provided that the name of **Merrygo Travels Pvt. Ltd.** is stated as the source. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is not permitted.

1.11 SINCE **Merrygo Travels Pvt. Ltd.** ACTS ONLY AS A BOOKING AGENT, IT SHALL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY ASPECT OF THE ARRANGEMENTS BETWEEN THE SERVICE PROVIDER AND THE USER AS REGARDS THE STANDARDS OF SERVICES PROVIDED BY THE SERVICE PROVIDERS. IN NO CIRCUMSTANCES SHALL **Merrygo Travels Pvt. Ltd.** BE LIABLE FOR THE SERVICES PROVIDED BY THE SERVICE PROVIDER.

1.12 ALTHOUGH **Merrygo Travels Pvt. Ltd.** MAKES REASONABLE COMMERCIAL EFFORTS TO ENSURE THAT THE DESCRIPTION AND CONTENT IN THE TOS AND ON EACH PAGE OF THE WEBSITE IS CORRECT, IT DOES NOT, HOWEVER, TAKE RESPONSIBILITY FOR CHANGES THAT OCCURRED DUE TO HUMAN OR DATA ENTRY ERRORS OR FOR ANY LOSS OR DAMAGES SUFFERED BY ANY USER DUE TO ANY INFORMATION CONTAINED HEREIN. ALSO, **Merrygo Travels Pvt. Ltd.** IS NOT THE SERVICE PROVIDER AND CANNOT THEREFORE CONTROL OR PREVENT CHANGES IN THE PUBLISHED DESCRIPTIONS WHICH ARE BASED UPON INFORMATION PROVIDED BY THE SERVICE PROVIDERS.

1.13 **Merrygo Travels Pvt. Ltd.** DOES NOT, BY OFFERING TRAVEL RELATED SERVICES TO PARTICULAR DESTINATIONS, REPRESENT OR WARRANT THAT TRAVEL TO SUCH DESTINATIONS IS WITHOUT RISK, AND SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

1.14 IN NO EVENT SHALL **Merrygo Travels Pvt. Ltd.** BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES RESULTING FROM:

(A) THE USE OR THE INABILITY TO USE THE SERVICES;

(B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES;

(C) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE USER'S TRANSMISSIONS OR DATA; (D) ANY OTHER MATTER RELATING TO THE SERVICES; INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE. NEITHER SHALL **Merrygo Travels Pvt. Ltd.** BE RESPONSIBLE FOR THE DELAY OR INABILITY TO USE THE WEBSITE OR RELATED

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SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. FURTHER, **Merrygo Travels Pvt. Ltd.** SHALL NOT BE HELD RESPONSIBLE FOR NON-AVAILABILITY OF THE WEBSITE DURING PERIODIC MAINTENANCE OPERATIONS OR ANY UNPLANNED SUSPENSION OF ACCESS TO THE WEBSITE THAT MAY OCCUR DUE TO TECHNICAL REASONS OR FOR ANY REASON BEYOND CONTROL OF **Merrygo Travels Pvt. Ltd.** THE USER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE IS DONE ENTIRELY AT THEIR OWN DISCRETION AND RISK AND THEY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. THESE LIMITATIONS, DISCLAIMER OF WARRANTIES AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM

- (A) BREACH OF CONTRACT,
- (B) BREACH OF WARRANTY,
- (C) NEGLIGENCE, OR

(D) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. THE MAXIMUM LIABILITY ON PART OF **Merrygo Travels Pvt. Ltd.** 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 CONSEQUENTIAL LOSS, DAMAGE OR ADDITIONAL EXPENSE WHATSOEVER.

## USE OF COMMUNICATION SERVICES

1.15 The Website may contain services such as email, chat, bulletin board services, information related to various tourist spots, news groups, forums, communities, personal web pages, calendars, and/or other message (hereinafter collectively referred to as "Communication Services").

The User agrees and undertakes to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, the User agrees and undertakes that when using a Communication Service, the User will not:

- (a) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
- (b) publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- (c) upload files that contain software or other material protected by intellectual property laws unless the User owns or controls the rights thereto or have received all necessary consents;
- (d) upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer;
- (e) advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;
- (f) conduct or forward surveys, contests, pyramid schemes or chain letters;
- (g) download any file posted by another user of a Communication Service that the User know, or reasonably should know, cannot be legally distributed in such manner;
- (h) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- (i) violate any code of conduct or other guidelines, which may be applicable for or to any particular Communication Service;
- (j) violate any applicable laws or regulations for the time being in force in or outside India; and
- (k) violate any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere herein.

1.16 **Merrygo Travels Pvt. Ltd.** has no obligation to monitor the Communication Services. However, **Merrygo Travels Pvt. Ltd.** reserves the right to review materials posted through Communication Service and to remove any materials in its sole discretion. **Merrygo Travels Pvt. Ltd.** reserves the right to terminate the User's access to any or all of the Communication Services at any time without notice for any reason whatsoever.

## FEES PAYMENT

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1.17 **Merrygo Travels Pvt. Ltd.** Reserves the right to charge listing fees for certain listings, as well as transaction fees based on certain completed transactions using the **Merrygo Travels Pvt. Ltd.** Services. **Merrygo Travels Pvt. Ltd.** further reserves the right to alter any and all fees from time to time, without notice. The User shall be liable to pay all applicable charges, fees, duties, taxes, levies and assessments for availing the **Merrygo Travels Pvt. Ltd.** Services.

1.18 Registration of the User on the Website is optional. If the User opts to register himself on the Website, upon completion of the registration process, the User shall receive a user id and password. The User agrees and undertakes at all times to be responsible for maintaining the confidentiality of the password and user id, and shall be fully responsible for all activities that occur by use of such password or user id. Further, the User agrees not to use any other party's user id and password for any purpose whatsoever without proper authorization from such party.

1.19 User is responsible for the security of his password and for all transactions undertaken using the same through our service. The Password entered by the user is transmitted in one-way encrypted form to our database and stored as such. Thus the Password will not be known even to **Merrygo Travels Pvt. Ltd.** User confirms that he is the authorized holder of the credit card or the original account used in the transactions on the **Merrygo Travels Pvt. Ltd.** websites. **Merrygo Travels Pvt. Ltd.** will not be responsible for any financial loss, inconvenience or mental agony resulting from misuse of your ID/password/credit card number/account details number for using **Merrygo Travels Pvt. Ltd.** Services.

1.20 THE USER ALSO AGREES AND UNDERTAKES TO IMMEDIATELY NOTIFY **Merrygo Travels Pvt. Ltd.** OF ANY UNAUTHORIZED USE OF THE USER'S PASSWORD OR USER ID AND TO ENSURE THAT THE USER LOGS OFF AT THE END OF EACH SESSION AT THE WEBSITE. **Merrygo Travels Pvt. Ltd.** SHALL NOT BE RESPONSIBLE FOR ANY, DIRECT OR INDIRECT, LOSS OR DAMAGE ARISING OUT OF THE USER'S FAILURE TO COMPLY WITH THIS REQUIREMENT.

1.21 The User also agrees to: (a) provide true, accurate and complete information about himself and his beneficiaries as prompted by the registration form ("Registration Data") on the Website, and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If the User provide any information that is untrue, inaccurate, not current or incomplete or **Merrygo Travels Pvt. Ltd.** has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, **Merrygo Travels Pvt. Ltd.** has the right to suspend or terminate the User's registration and refuse any and all current or future use of the Website and/or any Service. **USER'S OBLIGATIONS AND USER ACCOUNT**

1.22 In consideration of use of the Website, the User represent and confirm that the User is of legal age to enter into a binding contract and is not a person barred from using the Website and/or receiving the Services under the laws of India or other applicable law.

1.23 **Merrygo Travels Pvt. Ltd.** MAY AT ANY TIME IN ITS SOLE DISCRETION REINSTATES SUSPENDED USERS. ONCE THE USER HAVE BEEN INDEFINITELY SUSPENDED THE USER MAY NOT REGISTER OR ATTEMPT TO REGISTER WITH **Merrygo Travels Pvt. Ltd.** OR USE THE WEBSITE IN ANY MANNER WHATSOEVER UNTIL SUCH TIME THAT THE USER IS REINSTATED BY **Merrygo Travels Pvt. Ltd.** NOTWITHSTANDING THE FOREGOING, IF THE USER BREACHES THIS AGREEMENT, THE TOS OR THE DOCUMENTS IT INCORPORATES BY REFERENCE, **Merrygo Travels Pvt. Ltd.** RESERVES THE RIGHT TO RECOVER ANY AMOUNTS DUE AND OWING BY THE USER TO **Merrygo Travels Pvt. Ltd.** .AND/OR THE SERVICE PROVIDER AND TO TAKE STRICT LEGAL ACTION AS **Merrygo Travels Pvt. Ltd.** DEEMS NECESSARY. **TERMINATION OF AGREEMENT AND SERVICES**

1.24 Either the User or **Merrygo Travels Pvt. Ltd.** may terminate this Agreement and a Service with or without cause at any time to be effective immediately

1.25 The User agrees that **Merrygo Travels Pvt. Ltd.** may under certain circumstances and without prior notice, immediately terminates the User's user id and access to the Website/Services. Causes for termination may include, but shall not be limited to, breach by the User of this Agreement or the TOS, requests by enforcement or government agencies, requests by the User, non-payment of fees owed by the User in connection with the Services as specified in the applicable TOS.

1.26 This Agreement may be terminated by either the User or **Merrygo Travels Pvt. Ltd.** through a written notice to the other. **Merrygo Travels Pvt. Ltd.** shall not be liable to the User or any third party for termination of any Service. Should the User object to any terms and conditions of this Agreement, any TOS or become dissatisfied with the Service in any way, the User's only recourse is to, immediately: a) discontinue use of the Website/Service; and b) notify **Merrygo Travels Pvt. Ltd.** of such discontinuance.



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1.27 Upon termination of the Service, User's right to use the Website/Services and software shall immediately cease. The User shall have no right and **Merrygo Travels Pvt. Ltd.** shall have no obligation thereafter to execute any of the User's uncompleted tasks or forward any unread or unsent messages to the User or any third party. Once the User's registration or the Services are terminated, cancelled or suspended, any data that the User has stored on the Website may not be retrieved later. **PAYMENT OPTIONS**

1.28 Online Card Payments Visa, Master and American express Card payments are processed through an online payment gateway system. You need not worry about your credit card information falling into the wrong hands because your bank will authorize the credit card transaction directly without any information passing through us. In approximately 25-30 seconds (depending on your Internet connection) your bank will issue, using the online payment gateway, an authorization code and confirmation of completion of transaction(s).

1.29 Security The payment gateway on [www.merrygotravels.in](http://www.merrygotravels.in), as a VeriSign Certified interface provided HDFC Bank, uses the latest 128 bit encryption technology and other sophisticated methods to protect your credit card information. You can book your product using SSL encryption (the internet standard for secure transactions). In fact, transacting online with a credit card at the Website is even safer than using a credit card at a restaurant because we do not retain your credit card information. You can be assured that **Merrygo Travels Pvt. Ltd.** offers you the highest standards of security currently available on the Internet so as to ensure that your transaction experience is private, safe and secure.

1.30 Payment Declination If the payment on the credit card is declined for some reason, alternate payment instructions must be received by **Merrygo Travels Pvt. Ltd.** 72 hours prior to the time of departure; else, the order is liable to be cancelled.

1.31 Password You are responsible for the security of your password and for all transactions undertaken using your password through our service. The Password entered by you is transmitted in one-way encrypted form to our database and stored as such. Thus the Password will not be known even to **Merrygo Travels Pvt. Ltd.** You confirm that you are the authorized holder of the credit card or the original account holder used in the transactions you make using the **Merrygo Travels Pvt. Ltd.** services. **Merrygo Travels Pvt. Ltd.** will not be responsible for any financial loss, inconvenience or mental agony resulting from misuse of your ID/password/credit card number/account details number for using **Merrygo Travels Pvt. Ltd.** Services.

1.32 Transaction confirmation You should not take any action based on information on the Website until you have received a confirmation of your transaction. In case of confirmations to be received by email, if you do not receive a confirmation of your purchase/transaction within the stipulated time period, first look into your "spam" or "junk" folder to verify that it has not been misdirected, and if still not found, please contact **Merrygo Travels Pvt. Ltd.**

## CLAUSES

1.33 INTERPRETATION OF NUMBER AND GENDERS 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 and feminine. 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.

1.34 GOVERNING LAW THIS AGREEMENT AND EACH TOS SHALL BE GOVERNED BY AND CONSTRUCTED IN ACCORDANCE WITH THE LAWS OF INDIA WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES AND DISPUTES ARISING IN RELATION HERETO SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF NEW DELHI.

1.35 NOTICES All notices and communications (including those related to changes in the TOS, Service, termination of Service etc.) shall be in writing, in English and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent via email/facsimile (with acknowledgment of complete transmission) to the following address: (a) If to Merrygo Travels Pvt. Ltd, at [info.merrygo@gmail.com](mailto:info.merrygo@gmail.com) (With NOTICE as subject) or at the address posted on the Website. (b) If to a non-registered User, at the communication and/or email address specified in the application form availing of a Service by **Merrygo Travels Pvt. Ltd.** (c) If to a registered User, at the communication and/or email address specified in the registration form. (d) Notice shall be deemed to have been served 48 hours after it has been sent, dispatched, displayed, as the case may be, unless, where notice has been sent by email, it comes to the knowledge of the sending party, that the email address is invalid.