

TERMS OF USE

PLEASE READ TERMS AND CONDITIONS CAREFULLY BEFORE USING THE EB Tours PLATFORMS. IT CONTAINS IMPORTANT INFORMATION ABOUT THE USER'S (YOUR) RIGHTS AND OBLIGATIONS.

The Terms of Use (the “Agreement”) is between any Customers or Clients or Traveler or User or Visitors who either visits, use or registers with us (hereinafter referred to as “User” or “You” or “Your”) at EB Tours Platforms i.e. online platforms controlled and owned by East Bound Tours And Travels Private Limited, registered under The Companies Act, 2013, (hereinafter referred to as “EB Tours”, or “We” or “Our” or “Us”) having registered office at C-41, Front Basement, Gulmohar Park, New Delhi -110049 In, that governs the use of all EB Tours Platforms including but not limited to including www.eastboundgroup.com and/or its app if any/widgets (used in software applications and user interface components that are used to access and search the websites) and any interactive facilities or services used or accessed through the websites, App or Widgets (“App” or “Application”) or any other medium (online/offline) in which EB Tours may provide services and is owned and managed by EB Tours (hereinafter collectively referred to as “EB Tours Platforms”).

By accessing and using EB Tours Platforms (Website and/or Applications), the User agrees to be legally bound by these terms and conditions as they may be modified and posted on the EB Tours Platforms from time to time. These terms and conditions take effect from the date when the User first access to EB Tours Platforms.

ELIGIBILITY

The User of EB Tours Platforms must satisfy the following eligibility criteria:

- User must be a major in age as may be prescribed by law which he is subjected to.
- User must of sound mind.
- User must not have been disqualified by the law he is subjected to.

The user shall also be bound to fulfill the eligibility criteria as provided in Indian Contract Act, 1872. The User must be atleast 18 years of age and must possess the legal authority to enter into an agreement so as become a User and use the services of EB Tours.

BINDING TERMS AND CONDITIONS

By using the EB Tours Platforms, you acknowledge that you have read and agree to be bound by all terms and conditions on the EB Tours Platforms.

MODIFICATIONS/AMENDMENT

EB Tours may amend any part of these Terms and Conditions of Use at any time, without notice. Any amendment in terms of use will be posted on the official site of EB Tours as mentioned above in this user agreement. Applicability of this amendment will be on the date of amendment posted on the site only. By continue using of the site after amendment will be treated as deemed acceptance. EB Tours reserves the right to undertake all necessary steps to ensure that the security, safety and integrity of EB Tours's systems, as well as its clients'

interests are and remain, well-protected. Towards this end, EB Tours may take various steps to verify and confirm the authenticity, enforceability and validity of orders placed by you. All information collected, used and stored by EB Tours shall be in consonance to its applicable Privacy Policy.

- A. FOR BOOKINGS BY TRAVEL AGENTS:** In order to use the EB Tours Platforms for booking purposes, registered user may be travel agents, tour operators, consolidators or aggregators. The Travel Agents has to register as agents or travel partners, etc. In case of any other commercial or resale purpose through offline/online modes as guest user, the Travel Agents have to procure explicit permission from EB Tours before making any bookings. If any such bookings are detected, EB Tours reserves the right to cancel all such bookings immediately without any notice to such travel agents and also to withhold payments or any refunds thereto. EB Tours shall not be held responsible for any loss or damage that may arise from the cancellation of the bookings and the Travel Agent shall be solely responsible for any loss or damage arising out of such transaction.
- B. FOR BOOKINGS BY REGISTERED USER OTHER THAN TRAVEL AGENTS:** If the User is a registered individual or any Body corporate (Other than Travel Agent) etc. making booking or using our services for personal use or for their employees respectively, the user shall comply and be bound by the Terms and Conditions stipulated in this User Agreement except only in cases where any written contract/agreement is present, the terms of those agreement shall prevail over this User Agreement.
- C. FOR ALL OTHER USERS (GUEST USERS):** All the other users other than registered user i.e. Guest Users are advised to check the description of the services and products carefully before availing any services of EB Tours. User(s) agree to be bound by all the conditions as contained in Terms & Conditions as may be laid out by EB Tours at the time of confirming any bookings or availing any services provided by EB Tours. These conditions are also to be read in consonance with this User Agreement.

In case wherein 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. In absence of any Service Agreement, user of any of the EB Tours platforms and/or EB Tours offline/online services whether registered/guest user shall be subjected to the following terms and conditions. For the purposes of this Agreement, any person who does not have a legal or contractual right to access the Services, but does so, will fall within the definition of the user; and will nevertheless be subject to the terms and conditions regulating the usage of EB Tours Platforms, inclusive of the terms of our intellectual property rights, confidentiality, etc.

DUTIES AND OBLIGATIONS OF USER

- The User shall be responsible for discharging any obligations as may be implemented by various government for selling travel related products; including but not limited to collecting & depositing of tax related monies as notified by respective state or central government authorities from time to time
- The User shall comply with any requirements/ conditions, if any, set out by seller on bookings made by them including complying with the cancellation and payment policies as may be set out by the seller from time to time.

- The User shall be bound by terms and conditions and policies of service providers such as airlines, hotels, restaurants /transport vendors, etc. in which booking is made.
- The user authorizes our website to use/store/otherwise process the personal information relating to the identification of the user which includes but is not restricted to the name and address of the user.
- The Usage/storage/process of the information of the will be done upto the extent necessary for providing services made available on the EB Tours Platforms.

BOOKING POLICY AND PAYMENT TERMS

By making a booking, EB Tours creates a link between Service Provider (Airlines, Hotels, etc.) and User and provide only technological platform for booking of services and the final liability will be on the respective service provider and not on EB Tours. User understands that EB Tours 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.

- Service providers (such as airlines, hotels, restaurants /transport vendors etc.) will charge cost of booking. In addition to this EB Tours may charge some additional fees which might be the convenience charges or service fees. EB Tours may modify these fees time to time as per the discretion. Any such fees will be updated to the user before confirming the booking for the user.
- In some cases where charges are not properly charged of the booking amount, convenience fee statutory fee or taxes etc. due to any technical error or other reasons EB Tours will have a right to charge, claim or deduct amount from the User and User is bound to pay such balance amount to EB Tours.
- Any inflation in the price charged by EB Tours in relation with change in rates or new imposed tax, levies by the Government shall be borne by the User. This inflation may be without prior notice and could also be retrospective but will always be as per applicable laws.
- In the exceptional cases where user's booking had not been confirmed for a particular reason, EB Tours will initiate the refund of the booking amount paid by the User and intimate the User. EB Tours will not provide any compensation or replace the unconfirmed booking. Any refund will be processed as per the defined policies of the service provider and EB Tours as the case may be.
- It is the responsibility of User for all charges, fees, duties, taxes for the using of services as per the applicable laws.
- The User will make the payment only in the account on the name EB Tours. EB Tours will never ask for making the payment to any private account or to the account not held on the name of EB Tours. If any User make payment to these fraudulent account or on the account which EB Tours is not the legitimate holder, then in that case EB Tours will not be held liable for the loss. User has no right to recover any amount from EB Tours.
- The User is advised not to share his personal sensitive information like Credit/ Debit card number, CVV, OTP, Expiry date of card User IDs, Password etc. with any person including agents, employees or representative of EB Tours. EB Tours or any agents,

employees or representative of EB Tours will never ask to share these sensitive information. EB Tours will not be liable for any such loss incurred by the User.

- **Payment Confirmation:** - As soon as User make the payment, EB Tours will send you a confirmation email, along with a unique booking reference number and voucher as a valid proof of payment. It might be the discretion of user to take a print out of the voucher or not.
- **No Show Policy:** - If the user booking is confirmed and user do not appear on the date of the booking, EB Tours will not refund in that circumstances.
- In case of any bookings done by Travel Agent as the User, the Travel Agent (TA) acknowledges that responsibility for Tax Collected at Source ('TCS') under section 206C(1G) or any other taxes as may be legally applicable and filing requirements in connection with the same thereof, is and shall remain TA's responsibility.

MODE OF PAYMENTS

EB Tours uses completely secure and genuine payment gateway and customers can make the payments through a safe transaction process which may be available offline and/or online. Modes of payment which may be available at EB Tours for online/offline bookings are:

- **Credit/Debit Cards:** Visa, Master, Amex, Maestro, RuPay, etc.
- **Net Banking:** All Major Banks Supported
- **Wallet:** MobiKwik, PhonePe, AmazonPay & Others
- **UPI :** Google Pay, PayTm
- **EMI:** HDFC, RBL, ICICI and Other bank for EMI

CANCELLATION POLICY

Cancellation Policy (Airlines) [By User]

In event of cancellation by the User, every booking made on EB Tours is subject to cancellation charges levied by the airline, which may vary with respect to flight and booking class and EB Tours may levy some negligible amount as service fee per passenger/per sector for domestic and international air tickets as cancellation service charges which shall depend on the type of transaction. Some bookings may be non-refundable as per the specific airline's policy. Some bookings cannot be cancelled partially as per the specific airline's policy. Cancellations can be made online or offline through sending an email to EB Tours mentioned mail at the time of booking. EB Tours may assist the User in making various amendments for bookings. In few cases, you need to contact the airline directly.

In case of any cancellation within 24 Hrs of the journey EB Tours recommends the Users to contact directly to the Airlines and after that, send the cancellation request on our website/emails for refunds.



Cancellation Policy (Hotels/Transport vendors, etc.)[By User]

In event of cancellation by the User, every booking made through EB Tours in Hotels/Transport vendors, etc. is subject to terms and conditions to be provided by the ultimate service providers. The User can request cancellations/modifications in the booking by sending an email on the email id provided at the time of booking. However, any cancellation/modifications shall be subject to the cancellation policy of the service provider and availability in case of modification, etc.

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, Service Provider's obligation shall be limited refunding the booking amount, if any, received from the User. Such refund shall completely discharge the Service Provider from all liabilities with respect to that transaction.



Right to cancel [By EB Tours or Service Providers]

EB Tours reserves its right to cancel the booking made with any Airlines, Hotels, Transport Vendors, etc. and forfeit the amount paid by the User, including no liability for any loss or damage caused to the User in the booking cancelled, without any prior notice to the User in the cases including but not limited to:

- Any default on part of the User regarding the validity or authorisation of the information on the user provided or misrepresentation of facts made;
- If any judicial, quasi-judicial, investigation agency, government authority approaches Service Provider to cancel booking;
- In event of Force Majeure, the Service Provider shall be unable to honor the confirmed bookings. If EB Tours 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 Provider. The User agrees that Service Provider being merely a facilitator of the services and products booked, cannot be held responsible for any such Force Majeure circumstance.
- EB Tours at its sole discretion reserves the right to not accept any booking without assigning any reason thereof.

In addition to this EB Tours reserve other remedies and recourse under this User Agreement or under applicable law, EB Tours 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
- EB Tours is unable to verify or authenticate any information provided by the User; or
- EB Tours 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 EB Tours, or EB Tours itself.

- If a User breaches this User Agreement, EB Tours reserves the sole right to recover any amount due to be paid by the User to EB Tours, and to take appropriate legal actions as it deems necessary.

User agrees that that the end service provider may refuse to provide the service(s), agreed to be provided to the User, for any booking made through EB Tours with/without assigning any reasons or owing to reasons including but not limited to behavioural 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 EB Tours and the User agrees that any claim, refund or damages against such refusal shall lie solely against the end service provider and not EB Tours.

REFUND POLICY

- EB Tours will process the refund only after getting cancellation request/claim from the customer/travel agent/corporate company through email or through defined channel on the website.
- Refund against the cancellation of air tickets will be credited directly in User's mode of payment after receiving the refund amount from the Airlines. EB Tours will process refund within 72 only after receiving it from the concerned Airlines/hotel/transporter/other suppliers. In some peculiar cases, Processing time for cancellation and refund requests may vary.
- Due to Banking Procedures, Refund in credit cards may take duration of 72 hours while it may take 7 days in case of net banking transactions
- Wallet amount once used for any transaction the remaining amount in the wallet cannot be transferred to your bank account. However, can be used for future booking with us.
- Convenience fees paid at the time of booking is a non-refundable fee and same shall be applicable on all cancellations including any partial cancellation requests.
- If cancellations made directly with the Service providers (such as airlines, hotels, restaurants /transport vendors etc.) need to be intimated to EB Tours, for the refund process. Processing time for the refund will be subject to the mode of payment. The refund will be initiated in the source account from which payment was made.
- All refunds by EB Tours shall be processed as per the Service provider's fare rules and cancellation policy. Refunds will be in accordance with the EB Tours receiving that refund from the airlines or hotels or any other service providers as may be applicable. The convenience fee made at the time of booking is a non- refundable fee.

VISA GUIDELINES

Please carry Visa for the country you are travelling. Please look for the Visa requirements for the concerned Service providers (such as airlines, hotels, restaurants /transport vendors etc.) and embassy for concerned Visa requirements.

User making an International bookings through our website i.e. EB Tours carrying and valid visa is a mandatory requirement.

International bookings made on EB Tours are subject to the requirements of visa including but not limited to transit visa which is to be obtained by the User as per the requirement of their travel bookings and the requirements of the countries the traveller intends to visit or transit through.

EB Tours hold no liability for any issues, including inability to travel, arising out of such visa requirements and is also not liable to refund any amount to the User for being unable to utilize the booking due to absence or denial of visa. Refund, if any, will be as per the applicable terms of booking and cancellation policy.

USE OF CHATBOTS

EB Tours governs the activities of chatbot's available at EB Tours's Platforms and has technology and policies in place to check on how an information is fed to a chatbot, how it collects the information and where that information stored/sent, oversight/update of the chatbots. A human intervention trigger shall be available at the option of EB Tours. Chatbot Service is designed by EB Tours at EB Tours Platforms to allow users to provide a conversational virtual assistant in using all or any service at the EB Tours Platform. Communication with the chatbot may occur via SMS, Facebook Messenger, WhatsApp, Amazon Echo and/or Google Home devices or any other medium used and controlled by EB Tours.

INTELLECTUAL PROPERTY RIGHT

EB Tours Platforms may provide information and marketing material for different service providers, setinations, etc. which may be posted as the content on the EB Tours Platforms, such content is protected by intellectual property laws of the India, foreign nations, and international bodies. Unauthorized use of the EB Tours materials may violate copyright, trademark, and/or other laws. You acknowledge that your use of the content on the EB Tours is for legal and valid use only. Any links to third-party websites are provided solely as a convenience to you.

USE OF TRADEMARKS. EB Tours names, and logos and all related products and service names, design marks and slogans are trademarks and service marks owned by and used under license from EB Tours, or it's wholly owned subsidiaries or its associate entities. All other trademarks and service marks herein are the property of their respective owners. All copies that you make of the Materials on any of the Platforms must bear any copyright, trademark or other proprietary notice located on the respective Platforms that pertains to the material being copied. Except for the purpose of promoting/advertising EB Tours, you are not authorized to use any EB Tours Platforms' or EB Tours name or mark in any advertising, publicity or in any other commercial manner without the prior written consent of EB Tours.

LICENSE. By posting, storing, or transmitting any content on the EB Tours Platforms, you hereby grant EB Tours a perpetual, worldwide, non-exclusive, royalty-free, assignable, right and license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and assign such content in any form, in all media now known or hereinafter created, anywhere in the world through EB Tours Platforms.

RESTRICTION ON USE OF EB Tours PLATFORM. You will not use the EB Tours Platforms for illegal purposes. You will (a) abide by all applicable local, state, national, and international laws and regulations in your use of the EB Tours Platforms (including laws regarding intellectual property), (2) not interfere with or disrupt the use and enjoyment by other users, (3) not resell EB Tours's material or any other User's materials, without consent on the EB Tours Platforms, (4) not engage, directly or indirectly, in transmission of "spam", chain letters, junk mail or any other type of unsolicited communication, and (5) not defame, harass, abuse, or disrupt other users of the Website EB Tours Platforms.

In case of any violation of this clause i.e. using of any information obtained from other users in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or selling to any users without their prior explicit consent, etc. shall be treated as violation of this agreement and may result in termination of this agreement.

CONFIDENTIALITY

Any information which is specifically mentioned by EB Tours 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. Any information which is provided by the user shall be maintained confidential by the EB Tours 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

INDEMNIFICATION

You will release, indemnify, defend and hold harmless EB Tours and EB Tours Platforms and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (1) this Agreement or the breach of your warranties, representations and obligations under this Agreement; (2) the EB Tours Platforms' content or your use of the platform's content; (3) the Services or your use of the Registered or Unregistered Services (including trial services, if any); (4) any intellectual property or other proprietary right of any person or entity; (5) your violation of any provision of this Agreement; or (6) any information or data you supplied to EB Tours

When EB Tours is threatened with suit or sued by a third party, EB Tours may seek written assurances from you concerning your promise to indemnify EB Tours; your failure to provide such assurances may be considered to be a material breach of this Agreement.

GENERAL CLASUES

DISCLAIMER OF WARRANTIES. YOUR USE OF EB Tours PLATFORMS ARE AT YOUR SOLE RISK. THE EB Tours PLATFORMS ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY EB Tours EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. EB Tours EXPRESSLY DISCLAIMS, WAIVES, RELEASES AND RENOUNCES ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

DISCLAIMER ON POSTING. EB Tours doesn't take any ownership, directly or indirectly towards any person whatsoever, with respect to listing/advertisements hosted on EB Tours Platforms by Service Providers (if any) and EB Tours has not carried out any independent verification on the authenticity or compliance requirements, as may have been required under any law for the time being in force, of such images/ banners/ listings in any format i.e. audio, video, website links, maps, etc. EB Tours does not endorse the contents on any such third-party websites and/or app and is not responsible for the content of or any damage that may result from your access to or reliance on these third-party websites. If you link to third-party websites and/or app, you do so at your own risk.

DISCLAIMER ON CHATBOTS. You acknowledge and agree that EB Tours may preserve content posted on Chatbots and may also disclose conversations, texts or other content, if required to do so by law or in the good faith belief that such preservation or disclosure is necessary to comply with legal process, applicable laws or government requests. EB Tours disclaims all liabilities or information provided through chatbots as it is a computer-generated service and that users are responsible for checking the validity and genuity of the information provided by any User at EB Tours Platform. You understand that the technical processing and transmission of the Chatbot Services on EB Tours Platforms, including your conversations, texts, or other content, may involve: (a) transmissions over various networks; and (b) chatbot assisting a user with any services and EB Tours may not be held liable for any technical failure and information lag.

ADDITIONAL DISCLAIMERS. EB Tours does not control or operate any airline, hotel, transport vehicles, restaurant, kitchen caravan or any other facility and shall not be responsible for any delay, improper service, and standard of service provided by any hotel or any seller, or for any injury, death, loss or damage which is caused by the act or default of any seller/service provider. EB Tours being merely a facilitator, shall not be liable for the following:

- Personal injury, sickness, accident, death, loss, delay, discomfort, increased expenses, incidental, consequential loss and/or damage or any kind of theft howsoever caused to the final Users;
- Any act, omission, default of any travel agent or third party or any other person or by any servant or agent employed by them who may be engaged or concerned in the provision of accommodation, refreshment, carriage facility or service for the guests or for any person traveling with him /her;

- The temporary or permanent loss of, or damage to, baggage or personal belongings howsoever caused including willful negligence on the part of any person;
- Any delay made in delivery of the service by the concerned service providers;
- Failure on part of hotel to allow check-in despite confirmed booking for whatever reason;
- Any claims of any dispute with the tour manager.

LIMITATION OF LIABILITY. EB Tours will not be liable for any direct, indirect, incidental, special or consequential damages in connection with this agreement or the EB Tours Services in any manner, including liabilities resulting from (1) the use or the inability to use the EB Tours Platforms Contents or Registered or Unregistered Services; (2) any products or services purchased or obtained or transactions entered between the users through the EB Tours Platforms; or (3) any lost profits you allege.

EB Tours is not responsible for any damages resulting from unauthorized use of EB Tours Platforms by anyone. Notwithstanding anything to the contrary contained herein, EB Tours's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to EB Tours, for the Service during the term of being a Registered User.

LEGAL ACTION. In case of any issues or claims due to Users against EB Tours Platforms, EB Tours reserves the right to take appropriate legal action against you.

PRIVACY. EB Tours believes strongly in protecting user privacy. Please refer to EB Tours's Platform's privacy policy, incorporated by reference herein, that is posted on the EB Tours Platforms.

TERM. This Term of Use (Agreement) will be effective, valid and subsisting as long as you use EB Tours Platforms or avail EB Tours services through offline/online modes.

TERMINATION. EB Tours reserves the right to terminate your access to the EB Tours Platforms if it reasonably believes, in its sole discretion, that you have breached any of the terms and conditions of this Agreement. Following termination, you will not be permitted to use the EB Tours Platforms.

EB Tours may, in its sole discretion and without advance notice to you, cancel any registration of Travel agents, etc. and their referred Users. If your access to the EB Tours Platforms is terminated, EB Tours reserves the right to exercise whatever means it deems necessary to prevent unauthorized access of the EB Tours Platforms. This Agreement will survive indefinitely unless and until EB Tours chooses, in its sole discretion and without advance to you, to terminate it.

FORCE MAJEURE. There can be exceptional circumstances where EB Tours and / or the Service Providers cannot fulfil the confirmed bookings due to various reasons like act of God, labour unrest, insolvency, a pandemic, an epidemic, business exigencies, government decisions, terrorist activity, any operational and technical issues, route and flight cancellations etc. or any other reason beyond the control of EB Tours. If EB Tours has advance knowledge of any such situations where dishonour 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 operators. The User agrees that EB Tours 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. EB Tours hold no responsibility for the any of the above mentioned circumstances.

NOTICES. All of our notices, demands and other communications must be in writing and will be deemed to have been given (a) if mailed by certified mail, postage prepaid, or (b) if delivered by overnight courier, or (c) if sent by facsimile transmission, or (d) if sent by electronic mail in each case to the address, fax number or e-mail address specified by you to us in the registration form. All of your notices, demands and other communications must be in writing and will be deemed to have been given (a) if mailed by certified mail, postage prepaid or if delivered by overnight courier to our address mentioned on the websites.

ENTIRE AGREEMENT. This Agreement comprises the entire agreement between you and EB Tours unless any written agreement has been signed between EB Tours and the User.

EFFECT OF WAIVER. The failure of EB Tours to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

GOVERNING LAW. This Agreement will be governed by the laws of India without regard to its conflict of law principles to the contrary. Neither you nor EB Tours will commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach of or default of this Agreement, or otherwise arising under or by reason of this Agreement, other than in courts located in State of New Delhi By using EB Tours Platforms, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim arising under or by reason of this Agreement. You hereby waive any right to trial by jury arising out of this Agreement and any related documents

STATUTE OF LIMITATION. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the EB Tours Platforms or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

COVID -19 RELATED TERMS AND CONDITIONS

User agrees that due to the Covid-19 pandemic, where the end service provider either cancels the booking or refuses to provide the services. Refusal of services may be on the ground such as

1. Symptoms of COVID-19
2. Not following the COVID-19 protocols

3. Or any other protocols deems fit to the service provider relating to the COVID-19 as given by the Government.

In such cases EB Tours will assume no liability for the refusal of service by the end service provider. The User also agrees that refund, if any, for such bookings will be processed by EB Tours to the User subject to receipt of the same from the end service provider.

GRIEVANCES

In the case of any grievances and dispute regarding our services you may write to us on our website <https://eastboundgroup.com/contact-us> or contact via Grievance Redressal Mechanism as provided in our Privacy Policy.