

The online travel agency website [www.easemytrip.com](http://www.easemytrip.com) including its Mobile Application on Platforms like iOS and Android are maintained by Easy Trip Planners Ltd (**“EaseMyTrip”**). It is an IATA certified Travel Company and strives its commitment to be compliant to all applicable laws of the Republic of India. By accessing or using this site or using any of its services, you have agreed on the General Terms and Conditions, Privacy Policy, Terms of Service including any supplementary guidelines and future modifications.

## **GENERAL TERMS AND CONDITIONS:**

### **1. APPLICABILITY OF THE AGREEMENT:**

This User Agreement (**“Agreement”**) incorporates the terms and conditions (**“General Terms and Conditions”**) for the use of services and products being offered by Easy Trip Planners Ltd. (**“EaseMyTrip”**) and its affiliates through its websites or any other medium, including sales persons, offices, call centers, advertisements and information campaigns (**“collectively referred to as “Sales Channels.”**)

Any person (**“User”**) who visits, enquires about or purchases any of the products or services of EaseMyTrip through its Sales Channels on its Website or Mobile Application agrees to be governed by this Agreement. The websites and the mobile applications of EaseMyTrip are collectively referred to as **“Website”**.

Both User and EaseMyTrip are individually referred to as **“Party”** and collectively referred to as **“Parties”** to the User Agreement.

### **2. AGREEMENT BETWEEN THE USER& EASEMYTRIP:**

By accessing, using, browsing or make booking through easemytrip.com, User hereby agrees to the terms and conditions provided herein. In case of any violation, EaseMyTrip reserves all rights to take any Legal Action against the User.

### **3. PRICES ON THE WEBSITE:**

Service Charge, Cancellation Charge, reschedule charge is inclusive of GST. The price, which EaseMyTrip offers on EaseMyTrip.com, generally includes accommodation charges, taxes (unless specified otherwise). The price in some special cases might include meals (Breakfast /Lunch / Dinner). The price does not include any personal expense or other additional charges like telephone calls, personal-man services, entrance fees of any monuments, bar charges, etc.

While EaseMyTrip offers the lowest fares, the same is subject to the availability of seats, selection of specific sector, timing of booking and terms and conditions of the airline/third- party service provider/operator etc.

### **4. MODE OF PAYMENTS & THE POLICIES:**

EaseMyTrip’s payment gateway is completely secure and User can make online payments through a secured transaction process that ensures their personal security codes shall not be revealed under any circumstances.

Modes of payment available at EaseMyTrip for online bookings are:

**Credit/Debit Cards**

Visa, Master, Amex, Maestro & RuPay

**Net Banking**

All Major Banks Supported

**Wallet**

MobiKwik, PhonePe, AmazonPay & Others

**UPI**

**GooglePay EMI**

HSBC, RBL, ICICI and Other bank for EMI

**PayPal**

Pay with PayPal

**ePayLater**

Travel Now, Pay Later

## **5. EASEMYTRIP WALLET**

Any registered User may avail access to EaseMyTrip's Wallet and transfer money from his/her bank account to EaseMyTrip's Wallet and vice versa. The aforementioned transfer shall be made subject to any charge's deductible by bank however EaseMyTrip shall not deduct any transfer charges from its User.

Any amount Refunded by EaseMyTrip to the User may/may not be transferable from the wallet to the bank account and is subject to the original mode of payment while booking. The amount transferred through Gift Card or any Credits given by EaseMyTrip by any name whatsoever may be sent to EaseMyTrip's Wallet and the same shall not be transferrable to the bank account of the User.

Any non-transferable amount from EaseMyTrip's Wallet to the Bank Account may be solely and exclusively used to avail the services provided for by EaseMyTrip.

EaseMyTrip reserves the right to modify any / all of the said conditions with/without informing the User at its sole discretion.

## **6. CONVENIENCE FEE**

The User shall be provided with coupon codes and/or vouchers which the User shall be required to enter at the time of booking in order to avail the benefit of paying Zero Convenience Fee.

In case of application of any other discount code/voucher/coupon by the User at the time of booking, Convenience Fee shall be applicable.

Convenience fee (if any) charged at the time of booking shall be non-refundable.

EaseMyTrip further reserves the right to alter any and all fees from time to time. Any such additional fees, including fee towards any modifications thereof, will be displayed to the User before confirming the booking or collecting the payment from such User.

## **7. COMPLIANCE OF LIBERALIZED REMITTANCE SCHEME (LRS)**

The Reserve Bank of India (RBI) mandates collection of PAN details for all transactions made under Liberalized Remittance Scheme (LRS) which include any international booking made on the Website or through Sales Channels.

The User warrants and confirms that PAN details of the User/traveler shall be shared by the User on or before the cut-off date prescribed by EaseMyTrip either at the time of booking or after the booking is made.

In case the traveler is a minor, EaseMyTrip will require PAN details of the parent/guardian of such minor. The User further confirms that non-compliance of this requirement may result in cancellation of the booking.

The User warrants and confirms that the total amount of foreign exchange purchased or remitted during the current financial year, through all sources in India (including the current transaction) falls within the permissible limit prescribed by the RBI. The User further confirms that foreign exchange, if any, purchased by User for the purpose of international travel under the current booking will be utilized for the purpose indicated above.

The User authorizes EaseMyTrip to retrieve User's/ traveler's (in case booking on someone's behalf) PAN details from Users profile, previous bookings or share User/Traveller's data with third party(ies) for collecting or verifying PAN details solely for the purposes mentioned in this Agreement.

The User understands EaseMyTrip does not collect User's PAN details without consent. If the User wishes to opt of providing the same or wishes to delete it if already provided, the User may do so by accessing the profile information through the Desktop.

The User authorizes EaseMyTrip to share User/traveler data with third party(ies) for collecting or verifying PAN details of User/traveler.

## **8. USE OF THE WEBSITE**

The User's use of this website shall confirm to the following:

- a) The User has the legal authority to create an obligatory legal requirement and enter into this Agreement.
- b) The User will use this site as per its General Terms and Conditions.
- c) The User will use the website only to make lawful bookings for himself/herself or other person for whom User is officially approved to do such kind of bookings.
- d) The information provided by User including but not limited to User's name, date of birth etc. is accurate, updated and complete.

In case any information provided/entered by User is found to be incorrect, the User shall be solely liable for the same.

If User has an account on this site, the User shall secure it with User's login details, including login ID and password and shall be entirely responsible for any use or misuse of User's account.

EaseMyTrip reserves the right to deny access to anyone to its website and/or its Mobile Application, at any time without any notice and for any reason, including, but not restricted to, for the violation of its Terms of Use.

## **9. COMMUNICATION POLICY OF THE SITE**

On transacting with this site, User will receive an e-mail from EaseMyTrip pertaining to the status of the User's transaction. The e-mail will be sent to the e-mail address provided by the User and EaseMyTrip shall not be responsible for the non-receipt of the supposed e-mail in the User's inbox. User is required to ensure that the email address provided by the User is correct.

User acknowledges that the SMS sent by EaseMyTrip is only an added facility for the convenience of the customers and EaseMyTrip is under no obligation to provide the same. If User does not receive any SMS for any reason, EaseMyTrip shall not be liable for the same.

EaseMyTrip shall not be responsible for providing any information/SMS alerts with regard to any booking including but not limited to change in flight schedules, cancellation, status of airline or hotel etc.

## **10. BOOKING POLICY**

The total price displayed on the website includes all applicable government taxes.

In case of increase in the fare in the issuance of the any ticket, for any reason whatsoever not limiting to miscalculation in amount due to server error or error from the bank's payment gateway, the User shall be liable to pay the differential amount to book the ticket. In case of non-payment of the said differential amount, the User shall be refunded the amount paid after the application of Cancellation Charges (if any).

The User is required to pay the entire amount prior to the confirmation of the User's booking.

To avail infant fares, the age of infant must continue to be under 24 months throughout the trip. User is required to carry valid proof-of-age documents in relation to the infant at the time of availing any service.

The infant must be accompanied by an adult. User can book no more than one infant per adult. In case of the age of infant being 24 months or above, the User needs to make a separate booking as a child wherever required.

To avail child fares, the age of the child must be between 2-12 years. User is required to carry valid proof-of-age documents in relation to the child at the time of check-in. The child must be accompanied by an adult.

All the tickets/bookings issued to the User shall additionally be governed by the terms and conditions as laid out by the respective Airlines/Supplier/Operator. EaseMyTrip shall not be responsible for any delay or cancellation of Service from Airline/Supplier/Operator 's end.

In the event of cancellation of the Service directly from the Airline/Supplier/Operator's website, office or call center, user is required to inform EaseMyTrip.com for the refund to be processed. EaseMyTrip does not get any alert from the operator directly.

In case the Company receives any complaint or directive from the complainant's bank, any authorized law enforcement agency, or a judicial authority regarding any booking, the Company reserves the right to cancel the concerned booking or service without prior consent from the customer.

All the information pertaining to the hotel including the category of the hotel, availability images, room type, amenities and facilities available at the hotel are as per the information provided by the hotel to EaseMyTrip.com. This information is for reference only. Any discrepancy that may exist between the website pictures and actual settings of the hotel shall be raised by the User with the hotel directly, and shall be resolved between the User and hotel. EaseMyTrip.com will have no responsibility in that process of resolution, and shall not take any liability for such discrepancies.

## **11. BOOKING, AMENDMENT & CANCELLATION POLICY**

Every booking made on EaseMyTrip shall be subject to cancellation charges levied by the airline, which may vary with respect to flight and booking class.

EaseMyTrip cancellation service charges as mentioned on the ticket shall be applicable in the event of cancellation of the flight by the customer/airline.

EMTC insurance fee is non-refundable.

Zero Cancellation-Fee product premium charged at the time of booking is non-refundable. Convenience fees are non-refundable in all cases.

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 "My booking" section or by sending an email to EaseMyTrip at [care@easemytrip.com](mailto:care@easemytrip.com).

EaseMyTrip will assist the User in making various amendments for bookings. However, in certain cases, User may be required to contact the airline directly.

Amendment charges on EaseMyTrip.com are subject to change as per the policy of the airline, which varies due to flight timings and booking class.

In case cancellation is to be done in the preceding 24 hours of travel, User shall directly contact the Airlines and thereafter send the cancellation request on EaseMyTrip's website for refunds.

In case of no-show or un-utilized bookings, the User is required to make requests for any valid refunds, as per the defined policies, within 90 days from the travel date in case of air/ rail/ cab/ bus tickets and/or the date of check-in for hotel bookings.

No refund would be payable for requests raised after the expiry of 90 days of travel date/ check-in as aforementioned and all unclaimed amounts for such no-show or un-utilized bookings shall accordingly be deemed to have been forfeited.

In case of an amendment by the customer leading to rescheduling of the original booking, the original booking shall stand modified and any cancellation in the original booking shall lead to cancellation in the rescheduled booking.

For cancellation requests received, the refund shall be processed at the earliest once request is received. In case of direct cancellation through airlines, refunds shall be processed post deduction of airline charges along with EaseMyTrip's service charge.

All refunds shall be processed subject to processing of refunds by the respective airline/service provider. Convenience fee, if any charged at the time of booking is not refundable.

## **12. REFUNDS IN CASES WHERE AIRLINES/HOTEL IS DECLARED AS INSOLVENT OR BANKRUPT**

EaseMyTrip shall not be liable to pay any amount towards refund to the customer/client/agent in cases of the Airlines/Hotel having closed its operations or having declared itself insolvent.

## **13. CREDIT SHELL**

The User agrees and acknowledges the fact that certain Airlines as per their sole discretion and policy may provide the required refund through Credit Shell which may be redeemed on the concerned Airline's portal before its expiry. EaseMyTrip shall not be liable in any manner whatsoever in case the concerned airline provides refund through Credit Shell. The User hereby agrees that it shall not impose any liability on EaseMyTrip in case of refund through Credit Shell and any dispute in relation to the same shall be settled between the User and the concerned Airline.

#### **14. HOLIDAYS AMENDMENT & CANCELLATION POLICY**

For cancellations before 60 Days or more of the date of departure, 25% of the tour cost (if paid in full) will be charged as cancellation charges.

For cancellations before 30 Days of date of departure, 50% of the tour cost will be charged as cancellation charges.

For cancellations before 15 Days of the date of departure, 100% of the tour cost will be charged as cancellation charges.

#### **15. VISA GUIDELINES**

User is required to carry applicable visa for the respective country, the User is visiting or transiting through. User is required to check with the concerned airline and embassy for concerned Visa requirements.

International bookings made through EaseMyTrip 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 traveler intends to visit or transit through.

EaseMyTrip shall not be responsible for any issues, including but not limited to inability of the User to travel owing to such visa requirements. Further, EaseMyTrip shall also not be liable for any refund of any amount to the User for being unable to utilize the booking due to absence or denial of visa. Refund, if any, shall be governed by the applicable terms of booking and cancellation policy. The User hereby acknowledges and agrees that EaseMyTrip is merely a facilitator in case the User avails VISA services as provided by the Company. The User also unconditionally agrees that it shall not impose any liability on EaseMyTrip for any delay in processing of VISA by the concerned Embassy. In a scenario wherein the concerned Embassy rejects the VISA Application of the User, the User understands and abides to the fact that such rejection is due to reasons attributable solely to the User and EaseMyTrip holds no liability in the said rejection.

#### **16. AIRLINE PREGNANCY RULES**

All airlines recommend pregnant ladies to consult a doctor before traveling at any point during their pregnancy. Any User who is pregnant shall read the rules of the respective airlines before planning their trip.

The User herein shall strictly follow the below mentioned points:

- a) Taking a medical clearance from User's healthcare provider or doctor not more than 7 days before User's journey stating that the User is fit to travel.
- b) User shall avoid taking flights if User's pregnancy is complicated and risky in nature.
- c) User shall take her due date into consideration for return trip.



- d) If the User is travelling on long-haul flights, the User shall identify if her body allows her to take a hectic flight journey as the seat-width may be uncomfortable in case of heavy pregnancy.

For detailed information about the same, the User shall contact the airline, the User is travelling with.

## **17. RIGHT TO REFUSAL BY EASEMYTRIP**

EaseMyTrip reserves the right to deny or refuse any order of a User without giving any reason. Any contract to deliver any Product/service by EaseMyTrip shall not be considered complete until the entire consideration is paid by the User against the product(s)/service(s) being offered by EaseMyTrip.

Without prejudice to the other remedies under this Agreement or under relevant law, EaseMyTrip may bound the User's activity and warn other users for their actions to terminate his registration or refuse to provide the access of the website if:

The User breaches this Agreement, General Terms and Conditions, Privacy Policy, Terms of Service and/or any other documents it integrates by reference;

EaseMyTrip is not able to authenticate any information given by the User; EaseMyTrip finds User's actions violating any third-party rights or applicable law. Upon breach of this Agreement, EaseMyTrip reserves the right to recover any due amount from the User and take strict legal actions in this regard.

## **18. RIGHT TO REFUSAL /MODIFICATION BY END SERVICE PROVIDER**

User agrees that the end service provider may refuse/modify any particulars of the service(s), agreed to be provided to the User, for any booking made through EaseMyTrip with/without assigning any reasons or owing to reasons including but not limited to behavioral issues, public safety, health hazards, infectious diseases, government orders/notification etc. In such scenarios of refusal/modification, the liability that may ensue shall solely vest with the end service provider as it is outside the purview of EaseMyTrip and the User agrees that any claim, refund or damages against such refusal shall lie solely against the end service provider and not EaseMyTrip.

## **19. RIGHT TO CANCELLATION INCASE INFORMATION PROVIDED IS FOUND TO BE INVALID**

The User agrees to provide valid information while requesting for any services under this Agreement and any misrepresentation of facts shall entitle EaseMyTrip to prohibit the User from availing the services from EaseMyTrip.

If EaseMyTrip discovers that the information provided by the User is incorrect or has been misrepresented by him, EaseMyTrip reserves the clear right to take legal steps against the User including but not limited to suspending the User's account and/or cancelling the booking without any prior information to the User. In such cases, EaseMyTrip will not be liable for any loss or



damage caused to the User as result of the cancellation of the booked services.

## **20. REFUND POLICY**

EaseMyTrip will process the refund only after getting cancellation request/claim from the customer/travel agent/corporate company through “My Booking” section or email.

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/Supplier/Operator.

EaseMyTrip will process refund within 72 hours only after receiving it from the concerned Airlines/hotel/transporter/other suppliers.

Due to Banking Procedures, Refund in case of use of credit cards for booking may take 72 hours while it may take 7 days in case of net banking transactions.

## **21. REFUND FOR FLIGHT CANCELLATION IN CASES OF MEDICAL EMERGENCIES**

EaseMyTrip offers a Full Refund of upto Rs.5000 or any amount which is deducted by the Airline (whichever is lower) in cases of Medical Emergencies.

The Offer is subject to the discretion of EaseMyTrip and may be withdrawn without providing any advance notice to the User.

The details of the policy can be found at <https://www.easemytrip.com/pdf/Domestic-Flight-CancellationInsurance.pdf>.

The User, for the purpose of claiming the refund amount is required to approach the insurer directly and EaseMyTrip shall not be liable for payment of any amount whatsoever towards the said claim of the User.

## **22. INDEMNIFICATION**

The User agrees to indemnify, defend and hold harmless EaseMyTrip, its affiliates and their respective officers, directors, lawful successors and assigns from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by such indemnified persons, that arise out of, result from, or may be payable by virtue of, any breach of any representation or warranty provided by the User, or non- performance of any covenant by the User.

The User shall be solely liable for any breach of any country specific rules and regulations or general code of conduct and EaseMyTrip cannot be held responsible for the same.

## **23. INTELLECTUAL PROPERTY RIGHTS**

The Copyright in the contents of this Website and the Mobile Application belong to EaseMyTrip.

Copying any part or all the contents of this website without permission of EaseMyTrip is prohibited except to the extent that such copying or printing is essential for the purpose of availing the paid services offered by EaseMyTrip.

Products, services and contents displayed on EaseMyTrip.com and its Mobile Application are the properties of EaseMyTrip. Any unauthorized copy or use of its product and/ or services including but not limiting to any contents on the website and/ or Mobile Application of EaseMyTrip without prior written consent of EaseMyTrip will be taken as larceny/infringement and strict penal actions may be taken against the concern person/organization/company.

Through publication of any object/ content on the Website and/or the Mobile Application whose Intellectual Property may vest with another person/entity, EaseMyTrip does not intend to violate the said Intellectual Property and no claim shall vest against EMT in any manner whatsoever. In case of an alleged infringement, the said owner/author shall contact EMT through its Grievance Officer and serve a notice of not less than 60 Working Days before accessing to any remedy under any law. EaseMyTrip shall take the necessary steps to ensure that the said alleged infringement is addressed to the best possible extent.

EaseMyTrip gives User a limited right to enter, explore, use and transact on its site. User agrees not to misuse its materials and interrupt the operation of this Site in any way. User understands that except for information, products or services supplied, EaseMyTrip does not endorse any other information in anyway.

User also understands that EaseMyTrip does not give any assurance with regard to the files available for downloading through the site being free from any type of viruses.

## **24. THIRD PARTY ACCOUNT INFORMATION**

By using EaseMyTrip's Website and Mobile App, User allows EaseMyTrip and its agents to access third party sites, including Banks and other payment gateways, designated by them or on their behalf to retrieve requested details. While registering, the User is required to choose a password and maintain its privacy. The User is completely responsible for any activity held during the use of the password or account. It is the duty of the User to intimate EaseMyTrip urgently in writing in case of experiencing unauthorized use of the account or other security breaches. EaseMyTrip will not be responsible for any loss incurred by the User due to unauthorized use of his password or account.

## **25. AVAILABILITY, RULES OF SERVICE**

Many products and services displayed on the website may not be available for booking in User's location or country. Therefore, reference to any such products or services on the website does not imply availability of the same in User's particular geographical location. Products and services shall be subject to availability and EaseMyTrip shall not be responsible for the non-availability of the same or the same having been sold out.

Each product and service offered by the website is governed by the rules and regulations of the respective service provider. User is therefore required to refer to their rules and regulations as well, before booking with us.

## **26. TRANSMITTED MATERIAL**

Internet communications cannot be completely private or secure. The User understands that any message or information that the User may have sent to this site can be intercepted by others unless there is a special notice (for example, credit card information) that is encrypted. Sending a message to EaseMyTrip does not cause the site to have any special responsibility.

## **27. FAKE CALLS AND OTHER SIMILAR PHISHING, SPAMMING OR FRAUDULENT ACTIVITIES**

EaseMyTrip's employees or authorized representatives will never contact a User asking for his/her credit or debit card number, expiry date, CVV, net banking login, passwords, OTP etc. nor will they ever request for a fund transfer to a personal or an individual bank account. Further, they will also not ask a User to install any third-party applications that enable them to view a User's mobile or computer screen.

Acting on any of these requests may make the User a victim of fraud, and may potentially lead to loss of your valuable money or information.

If the User is ever asked for any of the aforesaid information, the User is required to immediately report it on [care@easemytrip.com](mailto:care@easemytrip.com)

## **28. OFFERS, CONTESTS AND INTERACTIONS**

The website may run contests that may require User to send certain materials or information about him / her for the purpose of offering prizes. All the offers and contests running on the website have their own rules, which the User is required to read before participating.

## **29. DISCLAIMER AND NO WARRANTIES**

Unless specified otherwise, EaseMyTrip always acts as a facilitator by connecting the User with the respective service providers like airlines, hotels, restaurants, bus operators etc. (collectively referred to as "Service Providers").

EaseMyTrip's liability is limited to providing the User with a confirmed booking as selected by the User.

Any issues or concerns faced by the User at the time of availing any such services shall be the sole responsibility of the Service Provider.

EaseMyTrip will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence on the part of any Service Provider.

The information displayed on the Website with respect to any service is displayed as furnished by the Service Provider.

EaseMyTrip, therefore 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.

At the time of booking, though EaseMyTrip does provide the User with an option of taking insurance cover from third party insurance companies, it takes no responsibility with regard to partial acceptance or complete denial of the insurance claim by the concerned insurance company in case of any mishap. The User shall raise the issue directly with the insurance company.

User acknowledges that uninterrupted access or use of the Website can be prevented by certain factors that are not in EaseMyTrip's control including but not limited to unavailability of products & services, inoperability or interruption of the Internet or other telecommunication services or certain technical work carried out on the Website. EaseMyTrip will not be answerable for any loss or damage whatsoever arising out of or in connection with any ability/inability while using the Website.

### **30. ADVERTISERS ON EASEMYTRIP OR LINKED WEBSITES**

EaseMyTrip shall not be liable for any advertisements being displayed on any of its pages or on any outside links of other web pages. User shall verify the accuracy of all the information prior to relying on any such information. EaseMyTrip shall not be responsible for any information displayed/provided on the linked sites or updates on such sites.

### **31. CUSTOMER FEEDBACK**

The User understands that EaseMyTrip wants to know about the experiences of customers while booking and utilizing EaseMyTrip's services. To enhance their travel experience, User authorizes EaseMyTrip to contact them with various offers through direct mailers, e-mailers, phone calls, SMS and Whatsapp. If a User wishes not to be contacted, he/she can write at [care@easemytrip.co.m](mailto:care@easemytrip.co.m)

### **32. COVID RELATED GUIDELINES**

User agrees that due to recent outbreak of COVID-19 pandemic, which has been declared as a national disaster by the Government of India, there may be instances, where the end service provider either cancels the booking or refuses to provide the services, as agreed with the User, by assigning or not assigning any specific reason for such refusal. Refusal of service may be due to the reasons including but not limited to the User:

- a) exhibiting any symptoms associated with COVID-19;
- b) refusing to comply with safety advisories such as wearing protective gear, complying with social distancing norms etc.;
- c) suffering from any ailment making the User vulnerable to the virus; posing a threat to the health and safety of others;
- d) not fulfilling Covid-19 vaccination criteria;
- e) any other criteria as decided by the appropriate government from time to time.

In such cases, EaseMyTrip 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 EaseMyTrip to the User subject to receipt of the same from the end service provider.

User further understands that due to the outbreak of COVID-19, the Central Government through its ministries, State Governments and statutory bodies have/may come up with detailed set of guidelines or standard operating procedure (SOP) that a traveler will have to follow in order to undertake the travel.

The User agrees to abide with all such guidelines/SOP while undertaking any travel. Failure to abide by such detailed set of guidelines/SOP, may lead to a situation where the service provider or any person authorized by the Central Government, State Government or statutory body may disallow the User to undertake the travel. In such circumstances, EaseMyTrip will not be held liable for such refusal to travel and refund, if any, shall be strictly as per the terms of the service provider.

User understands that the Central Government, State Governments and various other bodies, may mandate providing Covid -19 vaccination status and certificate, downloading of Arogya Setu App or submitting a self- declaration form prior to entering a transit point like airport, railway station etc. or at the time of checking-in for a flight, into a hotel etc. Accordingly, the User must ensure downloading of Arogya Setu App on their smartphones or provide any other alternate such as self-declaration when demanded.

User undertakes that all bookings are subject to certain minimum medical wellbeing criteria specified by the Government/appropriate authority from time to time including submitting Vaccination status and certificate, negative RT-PCR report or any other travel related guideline, especially in case of inbound travel. In this regard the User may be required to furnish a medical proof or health declaration in the applicable format.

### **33. FORCE MAJEURE**

There can be exceptional circumstances where EaseMyTrip and / or the Service Providers may be unable to honor the confirmed bookings due to various reasons like act of God, labor 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 EaseMyTrip. If EaseMyTrip 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 operators. The User agrees that EaseMyTrip being merely a facilitator of the services and products booked cannot be held responsible for any such Force Majeure circumstance. The User will be required to contact the Service Provider directly for any further resolutions and refunds.

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, EaseMyTrip's obligation shall be limited to only refunding the booking amount, if any, received from the customer. Such refund shall completely discharge EaseMyTrip from all liabilities with respect to that transaction. Additional liabilities,

if any, shall be borne by the User.

In no event shall EaseMyTrip be liable for any direct, indirect, punitive, incidental, special or consequential damages, and any other damages like damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Website or any other Sales Channel.

#### **34. HIKES IN TARIFFS & TAXES**

EaseMyTrip informs you on prior basis that after the finalization of any service not limiting to tour package rates, for any hike in entrance fees, fuel cost, guide charges, and other services, you can be charged as extra. If any Government revises any taxes on travel services, User shall be liable to pay the extra amount.

#### **35. GENERAL TERMS:**

EaseMyTrip being a reputed and responsible travel agency provides User the best possible information about the hotels, airlines, transportation, railways or any other service on its Website. However, the User shall make a personal inquiry directly from the airlines/ hotel/ transportation/supply provider to avoid any inconvenience and EaseMyTrip shall not be liable in any manner whatsoever for the failure/inability of the end service provider to provide the requisite services.

EaseMyTrip shall not be responsible for any delay or alteration in User's trip due to any unavoidable circumstances.

User shall be solely accountable for any damage, loss or injury sustained by the User while enjoying User's holiday packages provided by EaseMyTrip. The User shall be accountable for its own safety measures.

EaseMyTrip shall not be held liable for any human error that has gone unnoticed by the User and EaseMyTrip's staff personal.

#### **36. CREDIT POLICY FOR TRAVEL AGENTS**

If any travel agent avails services from EaseMyTrip on a credit basis and fails to clear the credit within the specified time period, EaseMyTrip shall be entitled to take legal action against the said travel agent. In such cases, the travel agent shall also be liable to pay interest as levied by EaseMyTrip in case of default/non-payment. Firm action shall be taken by EaseMyTrip in case of cheating or any other criminal offence is found to have been committed by the travel agent.

#### **37. UNACCOMPANIED CHILD**

Children below the age of 12 will not be accepted for carriage unless they are accompanied by an adult. Such child/children must be seated next to the accompanying adult. The accompanying adult is solely responsible for the well-being of the child/children traveling along with him/her.

This also includes ensuring that seats are booked to ensure that the child/children and the accompanying adult are seated together.

### **38. MISCELLANEOUS**

**Severability:** If any provision of these terms and conditions 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 part of such provision and all other provisions of these terms and conditions shall continue to be in full force and effect.

**Jurisdiction:** This Agreement is subject to interpretation as per the laws of India, and the parties shall refer any unresolved disputes to the exclusive jurisdiction of courts in New Delhi.

**Amendment to the Terms and Conditions:** EaseMyTrip reserves the right to change, alter or remove any part of these Terms and Conditions without any prior notice. Any changes done in this User Agreement will be applicable the moment they are posted on the site. The User is required to re-check the “User Agreement” link to be fully aware of the updated terms and conditions.

**Confidentiality:** Any information which is specifically mentioned by EaseMyTrip as confidential shall be maintained confidential 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 herein.

**Privacy Policy:** User shall also refer to EaseMyTrip’s Privacy Policy available on EaseMyTrip's website which governs use of the Website. By using the Website, User agrees to the terms of the Privacy Policy and accordingly consents to the use of the User’s personal information by EaseMyTrip and its affiliates in accordance with the terms of the Privacy Policy.

**Grievance Redressal:** In the event the User feels that its concern has not been resolved to its satisfaction, User may contact EaseMyTrip’s grievance officer, who shall endeavour to redress the concern within 30 working days from the date of escalation. User(s) are advised to escalate to the grievance officer only when they have already raised their complaint which has not been resolved to their satisfaction, or their concern has not been resolved within 30 working days from the date of ticket generation. User(s) will be required to share their booking reference number and the ticket ID generated for their complaint, for any escalations to the Grievance Officer.

In compliance of the Information Technology Act, 2000 and rules made thereunder and also in compliance of the Consumer Protection (E-Commerce) Rules, 2020, the name and contact details of the Grievance Officer are herein as under:

**Name:** Nikhil Kumar

**Email ID:** care@easemytrip.com

**Address:** Easy Trip Planners Limited,  
Plot No.223, Patparganj Industrial Area  
New Delhi – 110092.