



feet-up holidays™
wwwind.explore.escape

TERMS & CONDITIONS

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TERMS AND CONDITIONS & LEGAL DISCLAIMER

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This is an agreement between Feet-up Holidays (the "Company", "Resort"), a company incorporated under the 2013 Companies Act that is the owner and operator of <http://feetupholidays.com/index1.php> ("Website"/ "Site") which includes services provided by them (also referred to as "Service" or "Services" in this document) and You, a user of this Website, and/or Services.

For the purpose of these Terms, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to access and use Website and/or Services. The term "We", "Us", "Our" shall mean Feet-up Holidays. The Agreement set forth the legally binding terms of your use of the Website and/or Services.

A. ACCEPTANCE

By using and/or visiting Website and Services as relevant you signify your assent to both these terms and conditions ("Terms of Use"/"Terms and Conditions") and the terms and conditions of the Privacy Policy, which are published, and which are incorporated herein for reference. If you continue to do the same hereon you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our Privacy policy govern Website's relationship with you in relation to the Services.

If you do not agree to any of these terms, then please do not use the Website and Services. By registering for or accessing or using the Website / Services, you (on behalf of yourself or the business you represent) agree to be bound by the following terms.

The content of these pages is for your general information and use only. We reserve the right at any time to: change the terms of this Agreement; change the Services, including eliminating or modifying any content on or any part of

the Website; or change/charge any fees or charges for use of the Website' Services. Any changes we make will be effective immediately on notice, which we may give either by posting the new Agreement on the Website or via electronic mail. Your access of Website and/or use of the Services after such notice will be deemed acceptance of such changes.

Be sure to review this Agreement periodically to ensure your familiarity with the most current version. You will always be able to tell when the version was last updated by checking the "Last Revised" date in the header of this Agreement.

DEFINITIONS

The term "misuse" shall mean and include all acts which are aimed at utilizing the database of website for any purposes other than for searching of genuine products. It shall also extend to the use of the database for commercial purposes without the express permission of Resort.

The term "offensive material" shall mean and include obscene material as defined in Section 67 of the Information Technology Act of India, 2000. It shall include content which is aimed at demeaning a particular class of individuals, corporate body, country etc. It shall also include content having the effect of violating the Intellectual Property Rights of others.

The terms "service" or "services" would mean and include the interactive online information service offered by website on the internet through which the user may access information carried by website in the database maintained by it. The terms would include the search tools through which the user can search through the hosted databases and information using a number of search tools that are present with a selection matching their search criteria. Users then select one or more of the items presented to view the full document/ record. The term service does not extend to website acting as an agent/consultant either express or implied on behalf of any user/customer

The term "Spamming" shall mean and include any unsolicited bulk e-mails/messages or unsolicited commercial e-mails/messages.

The term "unauthorised user" is defined as any person who does not have a legal or a contractual right to access the services of website, but does so.

The terms 'User' and 'customer' would include both the authorised and browser/visitor(s)

B. ELIGIBILITY

Only persons 'competent to contract' as provided in the Indian Contract Act, 1872 are eligible to use this Website. However, parents or legal guardians may transact on behalf of minors i.e. persons below the age of 18 years. Resort reserves the right to prevent any person from using the Website.

1. Once a User has accepted these Terms and Conditions, he/ she may register and avail the Services.

2. Resort rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Resort right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Resort with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Resort.

3. If any part of these Terms and Conditions are determined to be invalid or unenforceable Pursuant to applicable law including, but not limited to, the warranty disclaimers and liability Limitations set forth herein, and then the invalid or unenforceable provision will be deemed Superseded by a valid, enforceable provision that most closely matches the intent of the Original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Resort. These Terms and Conditions supersede all prior or contemporaneous Communications and proposals, whether electronic, oral, or written, between the User and Resort. A printed version of these Terms and Conditions and of any

notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

5. The entries in the books of Resort and/or the Payment Service Providers kept in the ordinary course of business of Resort and/or the Payment Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the Genuineness and accuracy of the transaction.

6. In these Terms and Conditions, the term "Charge Back" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.

8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Resort for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed at Resort alone in line with their policies and rules.

9. Server Slow Down/Session Timeout: In case the Website or Payment Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slowdown' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly inform resort to one of the following options:

(i) In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Resort via e-mail or another mode of contact as provided by Resort to confirm payment.

(ii) In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Service Provider(s) in this regards shall be entertained by the Payment Service Provider(s).

C. LIMITATION OF LIABILITY

1. Resort has made this Service available to the User as a matter of convenience. Resort expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Resort reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

2. Resort and/or the Payment Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Resort and/or the Payment Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever,

including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the services.

3. Resort and the Payment Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:

(i) the delay, failure, interruption, or corruption of any data or other information transmitted in Connection with use of the Payment Gateway or Services in connection thereto; and/ or

(ii) Any interruption or errors in the operation of the Payment Gateway.

4. The User shall indemnify and hold harmless the Payment Service Provider(s) Resort and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

5. The User agrees that Resort or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Resort reasonable control.

D. MISCELLANEOUS CONDITIONS:

1. Any waiver of any rights available to Resort under these Terms and Conditions shall not mean that those rights are automatically waived.

2. User agrees understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the

Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Resort or the Payment Service Provider(s) have no control over such matters.

3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Resort does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.

4. Resort, the Payment Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Resort on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;

i. Choose a new password, whenever required for security reasons.

ii. Keep his/ her User ID & Password strictly confidential.

iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Resort will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Resort account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and

correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

E. DEBIT/CREDIT CARD, BANK ACCOUNT DETAILS

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.

2. The User may pay his/ her Hotel rent, food expenditure to Resort by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;

ii. The User is responsible to ensure that the card/ bank account details provided by him/her are accurate;

iii. The User is authorizing debit of the nominated card/ bank account for the payment of Hotel booking and allied service in selected by such User along with the applicable Fees.

iv. The User is responsible to ensure sufficient credit is available on the nominated card/bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

F. PERSONAL INFORMATION

1. The User agrees that, to the extent required or permitted by law, Resort and/or the Payment Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.

2. User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Resort. The User agrees to be contacted via e-mail on such mails initiated by him/ her.

3. In addition to the information already in the possession of Resort and/ or the Payment Service Provider(s), Resort may have collected similar information from the User in the past.

By entering the Website the User consents to the terms of Resort information privacy policy and to Resort continued use of previously collected information. By submitting the User's personal information to Resort, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.

4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

G. PAYMENT GATEWAY DISCLAIMER

The Service is provided in order to facilitate access to view and pay Hotel Booking and allied services online. Resort or the Payment Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment Service is entirely at own risk and responsibility of the Us

H. REPRESENTATIONS & USER OBLIGATIONS

You agree to use the Website and/or Services only for purposes that are permitted by (i) the Terms and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. You shall not use the Website for any of the following purposes:

1. Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
2. Transmitting material that encourages conduct that constitutes a criminal offence results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.
3. Gaining unauthorised access to other computer systems.
4. Interfering with any other person's use or enjoyment of the Website.
5. Attempt or breach security or authentication measures without proper authorization. Breaching any applicable laws.
6. Access data not intended for you or log into the server or account that you are not authorized to access .Interfering or disrupting networks or web sites connected to the Website.
7. Attempt to interfere with, access by any other user including but not limited to by submitting a virus of any kind or Trojan horse to website, overloading, Flooding, mail bombing or crashing;
8. Remove any copyright, trade mark or other intellectual property notices contained in the original material from any material copied or printed off from website or link to website, without our express written consent.
9. Providing deep-links into website without prior permission of Resort is prohibited. Extracting data from website using any automated process such as spiders, crawlers etc. or through any manual process for a purpose which has not been authorised in writing.
10. Upload, post, email, transmit or otherwise make available either directly or indirectly, any unsolicited bulk e-mail or unsolicited commercial e-mail.