

## Justyatra Franchise & Sub-Franchise Terms of Service

Last modified: April 5, 2022 (view archived version)

Thank you for using Justyatra's Franchise, other developer services, and associated software (collectively, "Franchise"). By accessing or using our Franchise module, you are agreeing to the terms below. If there is a conflict between these terms and additional terms applicable to a given sub-franchise, the additional terms will control for that conflict. Collectively, we refer to the terms below, any additional terms, terms within the accompanying sub-franchise documentation, and any applicable policies and guidelines as the "Terms." You agree to comply with the Terms and that the Terms control your relationship with us. So please read all the Terms carefully.

Under the Terms, "Justyatra" means Justyatra.com, with registered office: at Level 5, Srei Signature, Plot Sector-18 No 14A, Anath Road, Udog Vihar, Gurgaon -122015 HR IN & corporate office: 2nd/3rd/4th Floor, Duru House, Juhu Tara Road, Next to JW Marriot, Juhu-400049, Mumbai MH IN, unless set forth otherwise in additional terms applicable for a given franchise. We may refer to "Justyatra" as "we", "our", or "us" in the Terms.

### Account and Registration

a. **Accepting the Terms:** You may not use the Franchise service(s) and may not accept the Terms if (I) you are not of legal age to form a binding contract with Justyatra, or (II) you are a person barred from using or receiving the Franchise under the applicable laws of the India or other countries including the country in which you are resident or from which you use the Franchise.

b. **Entity Level Acceptance:** If you are using the Franchise on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms refer to that entity).

c. **Registration:** In order to access certain Franchise you may be required to provide certain information (such as identification or contact details) as part of the registration process for the Franchise, or as part of your continued use of the Franchise. Any registration information you give to Justyatra will always be accurate and up to date and you'll inform us promptly of any updates.

d. **Subsidiaries and Affiliates:** Justyatra has subsidiaries and affiliated legal entities around the world. These companies may provide the Franchise to you on behalf of Justyatra and the Terms will also govern your relationship with these companies.

### Using Our Franchise

a. **Your End Users:** You will require your end users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.

b. **Compliance with Law, Third Party Rights, and Other Justyatra Terms of Service:** You will comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the Franchise to encourage or promote illegal activity or violation of third party rights. You will not violate any other terms of service with Justyatra (or its affiliates).

c. **Permitted Access:** You will only access (or attempt to access) a sub-franchise by the means described in the documentation of that sub-franchise. If Justyatra assigns you credentials (e.g. client IDs), you must use them with the applicable module. You will not misrepresent or mask either your identity or your Client's identity when using the Franchise or sub-franchise accounts.

d. **Sub-franchise Limitations:** Justyatra sets and enforces limits on your use of the Franchise (e.g. limiting the number of sub-franchise requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each sub-franchise. If you would like to use any sub-franchise beyond these limits, you must obtain Justyatra's express consent (and Justyatra may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant Justyatra team for information (e.g. by contacting the Justyatra operation team).

e. **Open Source Software:** Some of the software required by or included in our Franchise may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain Franchise, open source software is listed in the documentation. To the limited extent the open source software license expressly supersedes the Terms, the open source license instead sets forth your agreement with Justyatra for the applicable open source software.

f. **Communication with Justyatra:** We may send you certain communications in connection with your use of the Franchise module. Please review the applicable documentation for information about opting out of certain types of communication.

g. **Feedback:** If you provide feedback or suggestions about our Franchise module, then we (and those we allow) may use such information without obligation to you.

h. **Non-Exclusivity:** The Terms are non-exclusive. You acknowledge that Justyatra may develop products or services that may compete with any other products or services.

i. **Justyatra Controller-Controller Data Protection Terms** To the extent required by data protection laws applicable to the parties' processing of personal data under these Terms, the parties agree to the Justyatra Controller-Controller Data Protection Terms.

j. **Justyatra Admin Account** –The full invoice amount will be immediately deducted without any prior notification from your admin account whenever you confirm any product or services whether offline or online. You must keep sufficient balance before proceeding any booking.

h. **Minimum Balance in Admin Account** – Its vary for each franchise module depending on the contractual agreement made between you and Justyatra. In India INR 25000/- For agency or sub agency, INR 100,000/- For Priority Partner and INR 500,000/- for Channel Partner.

### **Liability for our Franchise**

A. WARRANTIES EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER JUSTYATRA NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE FRANCHISE. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE FRANCHISE, THE SPECIFIC FUNCTIONS OF THE FRANCHISE, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE FRANCHISE "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

B. LIMITATION OF LIABILITY WHEN PERMITTED BY LAW, JUSTYATRA, AND JUSTYATRA'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF JUSTYATRA, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US OUR LIABILITY IN ALL CASES SHALL BE LIMITED TO THE COSTS OF YOUR TRAVEL ARRANGEMENTS. WE DO NOT ACCEPT ANY RESPONSIBILITY FOR ANY THIRD PARTY SERVICES OR SERVICE PROVIDERS, LIKE HOTELS, TRANSPORT ETC. FOR EXAMPLE, TRAVEL DELAYS ARE THE RESPONSIBILITY OF THE TRANSPORTERS AND INEFFICIENT HOSPITALITY IS THE RESPONSIBILITY OF THE HOTELS. WE ARE ONLY YOUR TOUR OPERATOR AND AT NO TIME DO WE ACT AS MANAGERS FOR YOUR RESPECTIVE RESPONSIBILITIES AND PERSONAL OBLIGATIONS. WE ARE THEREFORE NOT RESPONSIBLE FOR YOUR ACTS, MISDEMEANOR, OMISSIONS AND NEITHER ARE WE RESPONSIBLE FOR MANAGING ANY OF YOUR PERSONAL AFFAIRS; FOR EXAMPLE, WE ARE NOT RESPONSIBLE FOR ENSURING THE SAFETY OF YOUR PERSONAL BELONGINGS, TRAVEL DOCUMENTS, ETC. AT ANY TIME BEFORE THE COMMENCEMENT OF THE TOUR OR AFTER IT OR DURING THE TOUR.

IN ALL CASES, JUSTYATRA, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

### **General Provisions**

a. **Modification:** We may modify the Terms or any portion to, for example, reflect changes to the law or changes to our Franchise. You should look at the Terms regularly. We'll post notice of modifications to the Terms within the documentation of each applicable franchise module. If you do not agree to the modified Terms for a franchise, you should discontinue your use of that franchise. Your continued use of the franchise constitutes your acceptance of the modified Terms.

b. **General Legal Terms:** We each agree to contract in the English language. If we provide a translation of the Terms, we do so for your convenience only and the English Terms will solely govern our relationship. The Terms do not create any third party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either party's ability to seek injunctive relief. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control. If you do not comply with the Terms, and Justyatra does not take action right away, this does not mean that Justyatra is giving up any rights that it may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The Terms are the entire agreement between you and Justyatra relating to its subject and supersede any prior or contemporaneous agreements on that subject. For information about how to contact Justyatra, please visit our contact page.

I hereby declare that I abide by rules and regulations mentioned above to the best of my knowledge.

Date

Seal of the Franchisee

Place

Signature