

Kroozz Innovations Private Limited's Web Site Terms & Conditions Agreement between User and Kroozz Innovations Private Limited

Kroozz.com is owned and operated by **Kroozz Innovations Private Limited**

("Kroozz.com", "Kroozz Innovations", or "we"). A company registered under provisions of Companies Act, 2013. Having its registered office at 304/2501, Gali No. 8, Third Floor, Beadon Pune, Karol Bagh, New Delhi-110005. This agreement describes the terms and conditions applicable to the services available on or through the **Kroozz Innovations** website, mobile website, and mobile and tablet applications (collectively referred to as the "Site"), and details your responsibilities, thereby limiting the liability of Kroozz.com and its third-party suppliers. These suppliers include, without limitation, the hotels, rental car companies and other suppliers that provide travel or other services through this Site (such third parties collectively referred to as the "Service Providers").

1. BEFORE submitting an account registration form and/or using any of the services on the Site, please read this Agreement carefully.

By accessing any area of this Site, users ("users" or "you") agree to be legally bound without limitation, qualification, or change and to abide by these Terms and Conditions, which will constitute our agreement ("Agreement"). You should also read our privacy policy which governs your use of this Site and is referenced in this agreement. If you do not agree with any part of this Agreement, you must discontinue use of this Site. Kroozz.com reserves the right, in its sole discretion, to amend, modify, or alter this Agreement at any time by posting the amended terms on this Site. We recommend that you review these Terms and Conditions periodically. The amended terms shall be effective from and after the date that they are posted on the Site. Additional terms may apply when you book services or other promotions available on Kroozz.com.

2. Disclaimer of Warranties

All content contained within or available through this Site are provided to you on an "as is," basis. Kroozz.com does not warrant or make any representations that this Site will operate error-free or uninterrupted, that defects will be corrected, or that this Site and/or its servers will be free of viruses and/or other harmful components. Kroozz.com does not warrant or make any representations regarding suitability, availability, accuracy, reliability, completeness, or timeliness of any material of any kind contained within this Site for any purpose, including software, products, services, information, text and related graphics content.

3. Acceptable Use of the Web-Site

3.1. You must be at least 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 Kroozz Innovations; accessing materials on this Site by certain persons in certain countries may not be lawful.

3.2. Kroozz.com grants you a limited, personal, non-transferable, non-sub licensable, revocable license to access and use this Site only as expressly permitted in this Agreement. You may only use this Site to make legitimate bookings, avail or requests to avail the services offered (a "Request"). By using a credit/debit card/net banking etc. to secure bookings through this Site, you represent and warrant that you have the authority to use that credit/debit card/net banking channel for the Request. You agree to provide correct and true information in connection with your use of this Site. It is a violation of law to place a Request in a false name or with an invalid method of payment. Kroozz Innovations reserves the right to cancel any hotel booking, or rental car reservation or any other transaction that it reasonably believes to have been fraudulently made, including by unauthorized use of a credit or debit card or net banking etc.

3.3. Your use of and access to the Site does not grant you any license or right to use any of the Content on the Site. Any rights or licenses not expressly granted herein are reserved. It is expressly prohibited for you to use, transmit, copy, reproduce, download, print, modify, display, “frame”, “mirror”, publish, create derivative works from, transfer or sell the Content or any part of the Site without authorization from Kroozz Innovations. You may copy, print, and/or download your cab transportation and hotel booking/reservations and other itineraries from the Site for personal use.

4. User Rights and Responsibilities Privacy Policy

Your privacy is very important to us. Please read our **privacy policy** which governs your use of this Site. By using this Site, you agree that the terms of this policy are reasonable and satisfactory to you. You give your consent to the use of your personal information by Kroozz.com in accordance with the terms of this Privacy Policy and the terms of our cab service Provider’s Privacy Policies and hotel service provider’s Privacy Policies. Kroozz.com will not be responsible for any damages resulting from a lapse in compliance with the Privacy Policy.

5. Accounts, Security, Passwords

You may register to use this Site by completing the specified registration process and providing us with current, complete, and accurate information as requested by the online registration form. It is your responsibility to maintain the completeness and accuracy of your registration data, and any loss caused by your failure to do so is your responsibility. As part of the registration process, you will be asked to choose a security question. It is your responsibility to maintain the confidentiality of your security question and your account. You agree to notify Kroozz Innovations immediately of any unauthorized use of your account. Kroozz Innovations is not liable for any loss that you may incur as a result of someone else using your account, either with or without your knowledge.

6. Third Parties

If you use this Site to submit Requests for or on behalf of a third-party ("Thirdparty"), such as a family member or a companion, you are responsible for any error in the accuracy of information provided in connection with such use. In addition, you must inform the Third-party of all Terms and Conditions applicable. Each User using this Site for or on behalf of a Third-party agrees to indemnify and hold each Covered Party harmless from and against any and all liabilities, losses, damages, suits and claims (including the costs of defence), relating to the Third-party's or the User's failure to fulfil any of its obligations as described above. You are directly responsible for any Request submitted including for total charges and performance obligations.

7. No Agency Relationship

Kroozz.com does not agree to act as your agent or fiduciary in providing services through the Site.

8. Modification/Termination of Usage

Kroozz.com solely reserves the right to modify, suspend, or terminate this Site and/ or any portion thereof, including any service available through the Site, and/or your profile, account password, or use of the Site, at any time for any reason with or without notice to you. In the event of termination, you will still be bound by your obligations under this Agreement and any additional terms. Additionally, Kroozz Innovations shall not be liable to you or any third-party for any termination of your access to this Site.

9. Links to Other Websites and Services

The presence of a link to a third-party site does not constitute or imply Kroozz Innovations' endorsement or recommendation of the third-party, or of its content, products or services. If you choose to access any third-party site, you do so at your own risk.

10. User's Submissions

10.1. Kroozz Innovations reserves the right to monitor, review, alter, edit, refuse to post, or remove any user's Submission. You agree that Kroozz Innovations does not have any obligation to use or respond to any User's Submission. Kroozz Innovations has no control over whether User's Submissions are of a nature that you might find offensive, distasteful or otherwise unacceptable and, accordingly, Kroozz Innovations expressly disclaims any and all responsibility for User Submissions.

10.2. Kroozz Innovations will fully cooperate with any law enforcement authorities or court order requesting or directing Kroozz Innovations to disclose the identity of anyone posting User Submissions that violate terms and conditions or any law or regulation. Kroozz Innovations may also disclose such information if it has a good belief that such disclosure is reasonably necessary to protect the rights, property, or personal safety of Kroozz Innovations, its customers, the Covered Parties, or the public.

10.3. By submitting a User Submission, you acknowledge that any personal data supplied by you may be used by Kroozz Innovations or its agents for sending commercial marketing and communication emails to you. Kroozz Innovations may also share any such personal data with third parties for the purpose of commercial marketing and communications. You hereby give your consent to such use. You have the right to access, modify and request the destruction of your personal data at any time by sending a request to Kroozz Innovations; and you have the right to opt out from receiving such marketing and communication at any time by sending a message to Kroozz Innovations.

10.4. You agree to defend and indemnify Kroozz Innovations against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties, or other costs or expenses of any kind or nature (including, but not limited to reasonable legal and accounting fees) that may result from your submissions as user's submission on Kroozz.com.

11. HOTEL BOOKING

11.1. Pricing

Sometimes cheaper rates are available for a specific stay at a hotel, however, these rates made available by hotels may carry special restrictions and conditions, for example regarding cancellation and refund. Please check the room and rate details thoroughly for any such conditions prior to booking your reservation. Prices, rates and inventory are subject to availability from the hotel. Kroozz Innovations shall not be responsible for the services of hotels and cab service providers or other third-party service provider, if the user did not find the services satisfactory.

11.2. Check In

Upon check-in, the reservation holder must present a valid Identity Card to the hotel attender.

11.3. Double Occupancy

All hotel reservations are guaranteed for double occupancy (i.e., 2 adults). Unless specifically noted, accommodations for more than two adults are not guaranteed. Some hotels may not allow extra guests. If your hotel does allow extra guests, there may be additional charges. These charges vary and will be payable directly to the hotel.

11.4. Late Arrival and Failure to Check-in on First Night

If you fail to check in to your hotel on the day and time of your requested reservation and do not alert Kroozz Innovations the remaining portion of your reservation may be cancelled and you may not be entitled to a refund, depending on the terms and conditions of the cancellation policy of Kroozz Innovations and also of the cancellation policy of the hotel.

11.5. Cancellations and Changes to Your Reservation

Hotel cancellation policies vary. Certain reservations are non-cancellable and non-changeable. Others require you to pay a penalty if you cancel. Still others are fully refundable. Check the hotel cancellation policy when you book.

11.6. Hotel Accommodations and Special Requests

Depending upon which Kroozz Innovations hotel reservation service you use, you may or may not be able to select your room type and number and type of beds. Room assignments are based on hotel availability and are at the hotel's discretion. For hotels that allow smoking on premises, we cannot guarantee a non-smoking room for every property. If you have special requests, you must call the hotel and verify that it can meet your special requests after you have made your booking. Kroozz.com cannot accommodate or guarantee that special requests will be met.

11.7. Hotel Star Ratings

Kroozz Innovations proprietary star rating system is provided for your reference. Like other hotel rating systems, Kroozz Innovations considers a number of factors in evaluating the quality of participating hotels such as: amenities, facilities, reputation, brand, other rating services, customer feedback from guests who have stayed at the hotel, etc., to assign a single star rating. Our ratings systems may sometimes differ from those of other rating systems that you may be familiar with. We do not warrant or guarantee that our star rating system is equal to or consistent with any other star rating system and reserve the right to change a hotel's rating at any time with or without notice.

12. Charges for Taxes and Fees

12.1. The User is liable to pay Tax Collected at Source (TCS) on booking of an 'Overseas tour package' at an appropriate rate over and above the price charged for such package in compliance with the provisions of Section 206C

(1G)(b) of the Income Tax Act, 1961. Kroozz Innovations will deposit the TCS amount so collected with the Government and issue appropriate document/certificate to the User in compliance with aforesaid provision.

12.2. The User is required to provide a valid PAN of User/Traveller(s) at the time of booking an overseas tour package with Kroozz Innovations. The User understands and agrees that Kroozz Innovations, at the time of booking or at a later stage, will validate the PAN provided by the User to check compliance with provisions of Section 206CC of Income Tax Act. The User agrees that in case the PAN is found to be invalid, or it does not belong to User/traveller(s), Kroozz Innovations has an obligation to cancel the booking in compliance with the law and process the refund as per the cancellation policy applicable to said booking.

12.3. The User further understand and agrees that Kroozz Innovations would also, at the time of booking or at a later stage, validate User/traveller(s) PAN as per the provisions of Section 206CCA of Income Tax Act and if on validation the User qualifies as a 'Specified person', the User agrees to pay TCS to Kroozz Innovations at such higher rate as may be applicable under section 206CCA. The User agrees to pay the additional TCS amount to Kroozz Innovations where, as a result of validation under section 206CCA, the TCS collected at the time of booking falls short of the applicable rate of TCS. If User fails or disagrees to pay the additional TCS, Kroozz Innovations has the right to cancel the booking and process appropriate refund as per the cancellation policy applicable to such booking.

12.4. In connection with facilitating your transaction, we will charge your method of payment for Taxes and Fees. This charge includes an anticipated amount to recover the amount we pay to the hotel in connection with your reservation for taxes owed by the hotel including, without limitation, GST and/or other taxes. The balance of the charge for Taxes and Fees is a fee we retain as part of the compensation for our services and to cover the costs of your reservation, including, for example, customer service costs. The charge

for Taxes and Fees varies based on a number of factors including, without limitation, the amount we pay the hotel and the location of the hotel where you will be staying, and may include profit that we retain.

12.5. Except as described below, we are not the vendor collecting and remitting taxes to the applicable taxing authorities.

12.6. Depending on the property you stay at you may also be charged (i) certain mandatory hotel specific service fees, for example, resort fees, energy surcharges, newspaper delivery fees, in-room safe fees, tourism fees, or housekeeping fees and/or (ii) certain optional incidental fees, for example, parking charges, minibar charges, phone calls, room service and movie rentals, etc. These charges, if applicable, will be payable by you to the hotel directly at checkout. Contact the hotel if you have questions.

12.7. Kroozz Innovations' Merchant Price Disclosure is a hotel service whereby the price of the hotel is disclosed to the User in advance of booking and whereby Kroozz.com acts as the merchant of record on the transaction. The "Total Charges" that you will pay for using our Merchant Price Disclosed Hotel Service will always be disclosed to you before you submit your Request. For hotels that charge mandatory fees, you will be told both a) the Total Kroozz Innovations Charges to your method of payment and b) the total cost, which includes the Total Kroozz Innovations Charges and the Hotel Mandatory Fee which the hotel will charge at check out. Your Total Charges and the Room Rate may include compensation to Kroozz.com for our facilitation services.

13. Flexible Cancellation Rates

Kroozz.com offers certain hotel rates that are cancellable, Flexible Cancellation Rates. The specific cancellation terms available for these rates vary from room to room, and will be listed in the "Important Information" displayed in the booking path for any particular Flexible Cancellation Rate. It

is important for you to review the important information for your particular room selection, as those cancellation terms will apply to your reservation.

14. Rental Cars

14.1. General

We act as a facilitator in your reservation of a car with the rental car supplier. Vehicle rentals available through this Site are subject to standard rental contracts of the car rental companies, which will be completed by you at the time of pick-up of a vehicle. Actual prices may vary depending on special requests. Pricing may change if you pick-up, or drop-off the car at a different date, time or location than you requested in your reservation or for other reasons at the discretion of the rental car company. While you may request child seats and other special requests, the requests are not guaranteed and are provided at the discretion of the rental car company. At the time of pick up, the driver will be required to present a valid driver's license. Car fleet information including capacities is based on the latest information provided to us by the supplier and is subject to change.

14.2. Charges for Taxes and Service Fees

To facilitate your rental car transaction, we will charge your method of payment, in addition to base rate, a charge for Taxes and Fees (an amount that will always be disclosed to you before you elect to proceed). The amount of this charge is intended by us to be sufficient to cover the amount we may be required to pay on your behalf to a rental car supplier, and may be greater or less than the amount we actually pay the rental car supplier in connection with your reservation for taxes, fees and surcharges. The balance of the charge for Taxes and Fees is a fee which we retain as part of the compensation for our facilitation services and to cover the costs of your reservation. The charge for Taxes and Fees varies based on a number of factors, such as the amount you pay to Krooz.com and the location at which you will pick-up your car from the rental car supplier. The "Total Charges" that

you will pay to Kroozz.com for using our rental car service will always be disclosed to you before you submit your Request.

14.3. We are not the vendor collecting and remitting taxes to the applicable taxing authorities in respect of the rental car. The rental car companies, as vendors, collect all applicable taxes from us and we pay over such amounts directly to the vendors on your behalf. Taxability and the appropriate tax rate and the type of applicable taxes for the car rentals vary greatly by location and are determined by the rental car company.

15. Compliance of applicable Laws of Indian Laws

User agrees to co-operate with Kroozz Innovations in following the procedures and compliances mandated under the provisions of various laws such as the RBI Act and its Guidelines, the Income Tax Act and notices, circulars issued under the provisions of said act as the case may be, the Foreign Exchange Management Act and notices, circulars, notifications issued under the provisions of said acts and also user agrees to cooperate with Kroozz Innovations in compliance of various other laws as the case may be, the Indian Laws as well as law of land of the countries in which Kroozz Innovations is providing services and user intends to avail the services in such countries.

16. Fake calls and other similar phishing, spamming or fraudulent activities.

Kroozz Innovation'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 you a victim of fraud, and may potentially lead to loss of your valuable money or information.

17. Copyright and Trademark Notices

The content on this Site is protected under Indian trademark and copyright laws. The Content includes, but is not limited to, the following trademarks and service marks, and registered trademarks and service marks, owned by Kroozz.com: KROOZZ INNOVATIONS PRIVATE LIMITED

18. Currency and Exchange Rates

Services made on our Site are transacted in different currencies, depending on the user's IP address and/or the currency that the user selects. You will be charged in the currency shown upon checkout in the Summary of Charges. If you avail services from us using a credit or debit card or net banking, please be aware that, due to the constant fluctuation in exchange rates, our charge to your card or banking channel or the estimated charge amount we provide you, may differ based on the exchange rate at the time you make your reservation versus the rate at the time the charge is reflected on your credit card, debit card or account statement. Also, in the event that we must credit your account, we will refund the exact amount in the currency initially charged and will not be responsible for any fluctuations in exchange rates which may cause differences in your billing statement.

19. Covid-19, Monkey Pox and other transmitted diseases Related

Terms & Conditions:

User agrees that due to recent outbreak of COVID-19 pandemic, which has been declared as a national disaster by the Government of India, and also emerging monkey pox disease 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:

- exhibiting any symptoms associated with COVID 19 or Monkey Pox or any other transmitted disease.
- refusing to comply with safety advisories, like wearing protective gear, complying with social distancing norms etc.
- suffering of any ailment making the User vulnerable to the virus
- posing a threat to the health and safety of others

In such cases Kroozz Innovations 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 Kroozz Innovations to the User subject to receipt of the same from the end service provider.

20. Usage of contact details, etc for communications by Kroozz Innovations

Kroozz Innovations will send booking confirmation, itinerary information, cancellation, payment confirmation, refund status, schedule change or any such other information relevant for the transaction or booking made by the User, via SMS, internet-based messaging applications like WhatsApp, voice call, e-mail or any other alternate communication detail provided by the User at the time of booking.

The User hereby unconditionally consents that such communications via SMS, internet-based messaging applications like WhatsApp, voice call, email or any other mode by Kroozz Innovations are:

- upon the request and authorization of the User;
- 'transactional' and not an 'unsolicited commercial communication' as per the guidelines of Telecom Regulation Authority of India (TRAI), and
- in compliance with the relevant guidelines of TRAI or such other authority in India and abroad.

The User will indemnify Kroozz Innovations against all types of losses and damages incurred by Kroozz Innovations due to any action taken by TRAI,

Access Providers (as per TRAI regulations) or any other authority due to any erroneous complaint raised by the User on Kroozz Innovations with respect to the communications mentioned above or due to a wrong number or email ID being provided by the User for any reason whatsoever.

21. Insurance

Unless explicitly provided by Kroozz Innovations in any specific service or deliverable, obtaining sufficient insurance coverage is the obligation of the User. In no case Kroozz Innovations shall accept any claims arising out of such scenarios.

22. Legal Action (Arbitration and Dispute Resolution)

22.1. Kroozz Innovations is committed to customer satisfaction. If you have a problem or dispute, we will try to resolve it. If we are unsuccessful, you may pursue your claim as explained in this section.

22.2. You agree to give us an opportunity to resolve any problem, dispute, or claim relating in any way to the Sites and/or any of its related applications or services; any dealings with Kroozz.com, including with our marketing and customer service agents; use, or performance of any services available through this Site; any representations made by Kroozz Innovations; or our Privacy Policy (collectively, "Claims") by providing Notice to Customer Support. Unless prohibited by applicable law, any Claim must be brought within three (3) months from the date on which such Claim arose or accrued. If we are unable to resolve your Claims within 60 days of receipt, you may seek relief through arbitration, as set forth below. This process is a condition precedent to your ability to initiate a claim in arbitration.

22.3. This Agreement shall be governed by the Indian Laws and shall be subject jurisdiction of relevant court of Delhi. All Claims or other matters in dispute between you or any Third- party and Kroozz Innovations, other service providers or companies offering services through the Site, whether based

upon contract, tort, statute, or otherwise, shall be governed by the laws of India.

23. Mandatory Arbitration

23.1. Please read this provision carefully. It requires that any and all claims must be resolved by binding arbitration and it prevents you from pursuing a class action or similar proceeding in any other judicial forum. Place and venue of arbitration shall be at Delhi. These limitations apply to any claims against Kroozz Innovations, service providers or companies offering services through the Site.

23.2. By using this Site, you, any third-party, and Kroozz Innovations agree that any Claim, including claims regarding the applicability or validity of this arbitration provision, shall be resolved exclusively by final and binding arbitration administered by Arbitration and Conciliation Act, 1996. All Claims filed or brought contrary to this Section shall be considered improperly filed and void.

24. Miscellaneous & Registrations

In the event that any provision of this Agreement is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

25. FORCE MAJEURE

There can be exceptional circumstances where Kroozz Innovations and / or the Service Providers may be unable to honour 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 Kroozz Innovations. If Kroozz Innovations

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 Kroozz Innovations 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.

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, Kroozz Innovation's obligation shall be limited upto refunding the booking amount, if any, received from the customer. Such refund shall completely discharge Kroozz Innovations from all liabilities with respect to that transaction. Additional liabilities, if any, shall be borne by the User.

In no event shall Kroozz Innovations 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.

26. Indemnification

You agree to defend and indemnify Kroozz Innovations against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought (i) by you or on behalf of you in excess of the liability described above; or (ii) by third parties as a result of:

- your breach of this Agreement
- your violation of any law or the rights of a third party; or
- your use of this Site in violation of this Agreement.

Service Disclosure: -

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