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FLIGHT TICKETS

TERMS OF THE AIRLINES

The airline tickets available through the Website are subject to the terms & conditions of the concerned airline, including but not limited to cancellation and refund policies.

Operose merely acts as a facilitator to enable the User to book a flight ticket. The contract of service for utilization of the flight is always between the User and the concerned airline.

Airlines retain the right to reschedule flight times, route, change or cancel flights or itineraries independent of and without prior intimation to Operose. As a facilitator OPEROSE has no control or authority over the logistics of the airlines and therefore is not liable for any loss, direct or incidental, that a User may incur due to such change or cancellation of a flight.

Different tickets on the same airline may carry different restrictions or include different services and price.

The baggage allowance on given fare is as per the terms decided by the airline, and OPEROSE has no role to play in the same. Some of the fares shown in the booking flow are "hand baggage fares" which do not entitle the User for free check in baggage and therefore the User will be required to pay separately for check in baggage. The prices for adding check-in baggage to a booking may vary from airline to airline. The User is advised to contact the airlines for detailed costs.

CODE SHARE

Some airlines enter into "code share" agreements with other Airlines. This means that on certain routes, the airline carrier selling or marketing the flight ticket does not fly its own aircraft to that destination. Instead, it contracts or partners with another airline to fly to that destination. The partner airline is listed as "operated by" in the booking flow.

If your flight is a code share, it will be disclosed to you in the booking process and prior to payment.

OPEROSE will disclose any such code-share arrangements to the User, only when the ticketing airline discloses it to OPEROSE in the first place.

PRICING

The total price displayed on the Website on the payment page usually includes base fare, applicable government taxes and convenience fee. Users are required to pay the entire amount prior to the confirmation of their booking(s). In the event the User does not pay the entire amount, OPEROSE reserves its right to cancel the booking. User agrees to pay all statutory taxes, surcharges and fees, as applicable on the date of travel.

To avail infant fares, the age of the child must be under 24 months throughout the entire itinerary. This includes both onward and return journeys. If the infant is 24 months or above on the return journey, User will be required to make a separate booking using a child fare. Any infants or children must be accompanied by an adult as per the terms of the airlines.

TRAVEL DOCUMENTS

It shall be the sole responsibility of the User to ensure they are in possession of valid travel documents such as identity proof, passport, visa (including transit visa) etc. to undertake the travel. User agrees that in case of inability to travel for not carrying valid travel documents, OPEROSE shall in no way be held liable.

User understands that the information (if any) provided by OPEROSE regarding the travel documents is only advisory in nature and can't be considered conclusive. The User shall ensure checking the requirements of travel with the respective airlines of the respective jurisdictions the User may transit through or choose to visit.

CHECK-IN TERMS

User should check with the airlines directly regarding the check-in timings. Usually, check-in begins 2 hours before departure for domestic flights, and 3 hours before departure for international flights.

User should carry valid identification proofs, passport, age proofs as may be required to prove the identity, nationality and age of the passengers travelling on a ticket, including infants.

USE OF FLIGHT SEGMENTS

In the event User does not embark on the onward journey, the entire PNR pertaining to that booking shall be automatically cancelled by the airline. In such a scenario OPEROSE has no control in the said process nor will be obligated to provide alternate bookings to the User. The cancellation penalty in such an event shall be as per the applicable airline rules.

CHANGES TO EXISTING BOOKING

Any changes that are made to any existing booking shall be subject to certain charges levied by the respective airline, apart from the service fee charged by OPEROSE.

The User shall be obligated to pay applicable charges in the event of any alteration or modification to an existing booking. However, depending on the airline's policy and fare class, charges for changes or modifications to existing bookings may vary.

REFUND

Refunds will be processed as per the airline fare rules and cancellation policy. Such refunds shall be subject to OPEROSE receiving the same from the airlines. However, the convenience fee paid to OPEROSE paid at the time of booking is a non-

refundable fee.

All cancellations made directly with the airline need to be intimated to OPEROSE, in order to initiate the process of refund. The processing time for refunds may vary depending on the mode of payment, bank etc. The refund shall be processed after deducting the OPEROSE service fee which is independent of the convenience fee as mentioned above.

The refund will be credited to the same account from which the payment was made. For example, if the User used a credit card, OPEROSE will make an appropriate charge reversal to the same credit card; like-wise if the User used a debit card, OPEROSE will credit the money to the same debit card.

In the event of cancellation and refund of partially utilized tickets, upfront discount and promo code discount availed at the time of booking would be deducted from the refund amount.

CHARTER

TERMS OF THE CHARTER COMPANY

Charter facility means and includes booking or hiring of an entire jet/aircraft/helicopter as available with the Charter Company.

The Charter facility booked through the Website is subject to the terms & conditions of the concerned Charter Company, including but not limited to cancellation and refund policies. The same will be communicated to the User at the time of booking and also through the booking confirmation voucher.

The User acknowledges that OPEROSE merely acts as a facilitator to enable the User to book a Charter. The contract of service is always between the User and the concerned Charter Company.

The booking will be governed by terms decided by the Charter Company and the Charter Company reserves the right to cancel or reschedule the charter booked on account of events like bad weather conditions, lockdown, operational requirements or if there is any unforeseen technical/mechanical problem. An alternate charter is subject to availability and is the sole prerogative of the Charter Company of which OPEROSE has no control. Any difference in the fare will be payable basis the fare existing at time of rescheduling the charter flight.

FACILITIES ON BOARD

Carry –on luggage /Baggage allowance, boarding & lodging facilities, number of passenger , food etc. are as per the terms of the charter Company and OPEROSE has no role to play in the same. OPEROSE may facilitate the communication on the requests of the User to the Charter Company, however, fulfilment of those requests are entirely the prerogative of the Charter Company

CHANGE IN THE EXISTING BOOKINGS

Any changes to an existing booking will be subject to the charges levied by the Charter Company. The User shall be obligated to pay applicable charges in the event of any alternation or modification to existing booking.

TRAVEL DOCUMENT

User understands that the Charter Company requires passenger names, nationality, passport number, date of issue and date of expiry, medical reports etc. well in advance to obtain necessary security clearances and to undertake the travel .User also understands that inability to travel on account of not carrying valid travel documents or refusal to board shall be solely attributable to the User and OPEROSE shall in no way be held liable for the same.

REFUND

Refunds will be processed as per the Charter fare rules and cancellation policy. Such refunds shall be subject to OPEROSE receiving the same from the Charter Company. However, the convenience fee paid to OPEROSE paid at the time of booking is a non-refundable fee

The refund will be credited to the same account from which the payment was made. For example, if the User used a credit card, OPEROSE will make an appropriate charge reversal to the same credit card; like-wise if the User used a debit card, OPEROSE will credit the money to the same debit card.

HOTELS

ROLE OF OPEROSE AND LIMITATION OF LIABILITY OF OPEROSE

OPEROSE acts as a facilitator and merely provides an online platform to the User to select and book a particular hotel. Hotels in this context includes all categories of accommodations such as hotels, home-stays, bed and breakfast stays, farm-houses and any other alternate accommodations.

All the information pertaining to the hotel including the category of the hotel, images, room type, amenities and facilities available at the hotel are as per the information provided by the hotel to OPEROSE. 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. OPEROSE will have no responsibility in that process of resolution, and shall not take any liability for such discrepancies.

INFORMATION FROM THE HOTEL AND THE TERMS OF THE HOTEL

The hotel booking voucher which OPEROSE issues to a User is solely based on the information provided or updated by the hotel regarding the inventory availability. In no circumstances can OPEROSE be held liable for failure on part of a hotel to accommodate the User with a confirmed booking, the standard of service or any insufficiency in the services, or any other service-related issues at the hotel. The liability of OPEROSE in case of denial of check-in by a hotel for any reason whatsoever including over-booking, system or technical errors, or unavailability of rooms etc., will be limited to either providing a similar alternate accommodation at the discretion of OPEROSE (subject to availability at that time), or refunding the booking amount (to the extent paid) to the User. Any other service-related issues should be directly resolved by the User with the hotel.

Hotels reserves the sole right of admission and OPEROSE has no say whatsoever in admission or denial for admission by the hotel. Unmarried or unrelated couples may not be allowed to check-in by some hotels as per their policies. Similarly, accommodation may be denied to guests posing as a couple if suitable proof of identification is not presented at the time check-in. Some hotels may also not allow local residents to check-in as guests. OPEROSE will not be responsible for any check-in denied by the hotel due to the aforesaid reasons or any other reason not under the control of OPEROSE. No refund would be applicable in case the hotel denies check-in under such circumstances.

RESPONSIBILITIES OF THE USER

The User would be liable to make good any damage(s) caused by any act of him/ her/ or their accompanying guests (willful/negligent) to the property of the hotel in any manner whatsoever. The extent and the amount of the damage so caused would be determined by the concerned hotel. OPEROSE would not, in any way, intervene in the same.

The primary guest must be at least 18 years old to be able to check into the hotel.

The User has to be in possession of a valid identity proof and address proof, at the time of check-in. The hotel shall be within its rights to deny check-in to a User if a valid identity proof is not presented at the time of check-in.

Check-in time, check-out time, and any changes in those timings, will be as per hotel policy & terms. Early check-in or late check-out request is subject to availability and the hotel may charge an additional fee for providing such services.

ADDITIONAL CHARGES BY THE HOTEL

The booking amount paid by the User is only for stay at the hotel. Some bookings may include breakfast and/ or meals as confirmed at the time of booking. Any other services utilized by the User at the hotel, including laundry, room service, internet, telephone, extra food, drinks, beverages etc. shall be paid by the User directly to the hotel.

Hotels may charge a mandatory meal surcharge on festive periods like Christmas, New Year's Eve or other festivals as decided by the hotel. All additional charges (including mandatory meal surcharges) need to be cleared directly at the hotel. OPEROSE will have no control over waiving the same.

PAYMENT FOR BOOKINGS AND ANY ADDITIONAL PAYMENTS

Booking of a hotel can either be "Prepaid", or "Pay at hotel" as per the options made available by a hotel on the Website of OPEROSE.

In "Prepaid" model, the total booking amount is paid by the User at the time of booking itself. Such total booking amount includes the hotel reservation rate, taxes, service fees as may be charged on behalf of the actual service provider, and any additional booking fee or convenience fee charged by OPEROSE.

At the hotel's or OPEROSE's sole discretion on case to case basis, the User may also be provided with an option to make a part payment to OPEROSE at the time of confirmation of a booking. The balance booking amount shall be paid as per the terms of the bookings. For security purposes, the User must provide OPEROSE with correct credit or debit card details. OPEROSE may cancel the booking at its sole discretion in case such bank or credit card details as provided by the User are found incorrect.

For security purposes, the User must provide OPEROSE with correct credit or debit card details. OPEROSE may cancel the booking at its sole discretion in case such bank or credit card details as provided by the User are found incorrect.

Payment can be made either in INR or any other foreign exchange/currency as specified at the time of booking.

Some banks and card issuing companies charge their account holders a transaction fee when the card issuer and the merchant location (as defined by the card brand, e.g. Visa, MasterCard, American Express) are in different countries. If a User has any questions about the fees or any exchange rate applied, they may contact their bank or the card issuing company through which payment was made.

Some accommodation suppliers may require User and/or the other persons, on behalf of whom the booking is made, to present a credit card or cash deposit upon check-in to cover additional expenses that may be incurred during their stay. Such deposit is unrelated to any payment received by OPEROSE and solely at the behest of the Hotel.

In "Pay at hotel" model, the concerned hotel will collect the entire payment against the booking at the time of check-in. In case of international bookings, the payment will be charged in local currency or in any other currency, as decided by the hotel. For security purposes, the User must provide OPEROSE with correct credit or debit card details. OPEROSE may cancel the booking at its sole discretion in case such bank or credit card details as provided by the User are found incorrect.

BUS

ROLE OF OPEROSE

OPEROSE only provides a technology platform that connects intending travelers with bus operators. It doesn't operate any bus or offer the service of transportation to the User. OPEROSE also doesn't act as an agent of any bus operator in the process of providing the above-mentioned technology platform services.

The bus ticket booking voucher which OPEROSE issues to a User is solely based on the information provided or updated by the bus operator regarding the seat availability.

The amenities, services, routes, fares, schedule, bus type, seat availability and any other details pertaining to the bus

service are provided by the respective bus operator and OPEROSE has no control over such information provided by the bus operator.

LIMITATION OF LIABILITY OF OPEROSE

In its role as a technology platform to facilitate transactions between the bus operators and the Users, OPEROSE shall not be responsible for the operations of the bus operator including, but not limited to the following:

- Timely departure or arrival of the bus;
- The conduct of bus operator's employees, representatives or agents;
- The condition of the bus, seats etc. not being up to the customer's expectation or as per the description provided by the bus operator;
- Cancellation of the trip due to any reasons;
- Loss or damage of the baggage of the customer;
- The bus operator changing a customer's seat for any reason whatsoever;
- Bus operator informing a wrong boarding point for the issuance of the booking confirmation voucher, or changing such boarding point eventually with or without any notification to OPEROSE or the User;
- Bus operator using a separate pick-up vehicle to transport the User from the designated boarding point to the actual place of departure of the bus.
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RESPONSIBILITIES OF THE USERS

Users are advised to call the bus operator to find out the exact boarding point, or any information which they may need for the purpose of boarding or travel in that trip.

At the time of boarding the bus, Users shall furnish a copy of the ticket, and any valid identity proof like aadhar card, passport, PAN card or voter identification card or any other identity proof issued by a government authority.

Users are required to reach the boarding place atleast 30 minutes before the scheduled departure time.

All tickets issued shall be non-transferable.

User needs to compulsorily obtain a bus ticket at the regular fare in case a child above the age of 5 years is accompanied by them, unless otherwise a particular bus operator specifies otherwise in their terms and conditions.

CANCELLATION OF TICKET

Cancellation of tickets can be done either through the User's login in the OPEROSE's website or mobile application, or by calling on the customer care number;

Any cancellation is subject to such cancellation charges as mentioned on the ticket.

CABS

DEFINITIONS

"Cab" as may be used in this document includes all categories of transport vehicles like sedans, hatchbacks, sport utility vehicles, multi utility vehicles, and any other vehicle meant for transporting passengers.

"Cab Operator" means all the cab operators providing their vehicles alongwith their drivers;

TYPES OF CAB BOOKINGS FACILITATED BY OPEROSE

OPEROSE provides following types of options to its User(s):

- **Outstation Cab:** This enables User(s) to book vehicles operated by cab operators having All India Tourist Permit (AITP) vehicles and operating between two separate cities. On the basis of the demand/requirement of the User, OPEROSE as a facilitator connects the User with the concerned cab operator.
- **Car Rental (intracity and intercity):** This enables User to book vehicles operated by cab operators having AITP license on hire/rental basis. This service shall be provided for both intercity and intracity on exclusive basis by booking the entire Vehicle of the cab/taxi operators.
- **Airport Drop:** This shall exclusively cater to the needs of User intending to travel from and to the Airport. The service provided is intracity in nature and shall not facilitate the User to book intercity Airport drops.
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ROLE OF OPEROSE AND LIMITATION OF LIABILITY

OPEROSE does not operate cab services on its own. In order to provide a comprehensive choice of cab services, cab types and prices to User, it has tied up with many Cab Operators.

OPEROSE acts only acts a facilitator between the Cab Operator and User. The transaction is always between the Cab Operator and the User.

It is the sole responsibility of the Cab Operator to ensure it has all the requisite licenses, approvals, insurance and permits from appropriate authorities required to undertake the travel booked. OPEROSE gives no warranty or assurance in regard to requisite licenses, approvals, insurance and permits which the Cab Operator is supposed to obtain from appropriate authorities.

OPEROSE shall not be responsible in any manner whatsoever for any claims with respect to the trip including without limitation, claims pertaining to timeliness, safety, continuity, uninterrupted travel, quality, conditions of vehicle or driving skill, the Cab not departing or reaching on time, behavior of the cab driver, interiors of the Cab, cancellation of the trip by the Cab Operator due to any reason whatsoever, the baggage of the User getting lost, stolen or damaged, the Cab Operator providing a different type of Cab to the User, the User waiting at the wrong boarding point, the User being dropped to nearest location by the driver of the Cab due to any unavoidable circumstances, or any act or omission of Cab Operator causing accident, loss of life to the User.

OPEROSE will not be liable to User or to any other person for any direct, indirect, incidental, punitive or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused from out of the information derived by User through usage of Website, in so far as such information is provided by the Cab Operator.

In case of break down or accident of Cab where Cab Operator has been unable to make alternative arrangement, OPEROSE shall provide proportionate refund to User for uncovered distance. Any claims, liabilities or legal costs arising out of such event shall be borne by the Cab Operator.

PAYMENT FOR BOOKINGS AND ANY ADDITIONAL PAYMENTS

Booking of a Cab can either be "Prepaid", or "Part Payment" as per the options made available by the Cab operator on the Website of OPEROSE.

In "Prepaid" model, the total booking amount is paid by the User at the time of booking itself. Such total booking amount includes the base fare, applicable taxes, and any additional booking fee, service or convenience fee charged by OPEROSE.

In "Part Payment" model, the User is required to pay a specific percentage of the total booking amount at the time of making the booking and balance payment shall be made directly to the driver at the time of check-in.

Any booking is subject to applicable cancellation policy set out on the booking page or as communicated to the User(s).

In case of Car Rental and Outstation Cab bookings, the booking amount paid does not include toll charges, interstate taxes, passenger taxes or any other applicable levies and the same shall be borne by the User.

Expenses like toll charges, permit charges, parking charges, entry fees, Service Tax & any other Government Tax as per Government guidelines are to be borne by the User and paid directly to the driver.

The estimate cost provided at the time of booking is not to be construed as the final pricing for your trip unless specifically indicated. The final amount for your trip will be calculated based on actual usage (number of Kilometers and hours). Distance and time are calculated from garage to garage and not from the pick-up of the User for both within city and outside city trips.

The travel allowance wherever applicable has to be paid directly to the driver.

RESPONSIBILITIES OF THE USERS

The User must carry a valid photo-id proof during the trip and present the same to the Cab Operator or driver of the Cab before boarding the Cab. In the event of a mismatch in the identity of the User or traveler, the Cab Operator or the driver of the Cab may, at their discretion, deny boarding to such User.

Cab Operator is obligated to commence the trip as soon as the User boards the Cab. User shall report to OPEROSE in case the driver denies to commence the trip for any reason whatsoever.

User shall board the Cab on or within such time as informed at the time of booking or provided in the booking voucher. In case the User fails to board the cab within the given timeline, Cab Operator will have the liberty to cancel the booking without informing the User.

User will not have any right, title or interest in the Cab provided for the given trip.

Once a Trip is booked by User, changes in departure time, boarding or dropping points are not permitted.

Any failure by User to board the Vehicle within the given timelines at the boarding point or trip commencement point, shall result in forfeiture of the total booking amount paid by the User without any refund rights.

User shall stop and take breaks at specified places only. User shall avoid taking additional breaks except in case of emergency.

User shall be responsible and liable for their own safety and security of luggage. OPEROSE shall not be responsible for any loss to User or their luggage in any event.

In the event of any dissatisfaction with any of the services provided by Cab Operator or OPEROSE, the matter must be reported directly to Cab Operator or OPEROSE, in order that appropriate action may be taken to remedy the problem.

The booking made by the User should be strictly for tourism purposes only.

The trip should be undertaken in the User's personal capacity and shall not be used for profit making in any commercial context.

DO's AND DON'Ts FOR THE USER

THE USER SHALL:

- Arrive on time at the appointed pick up point as mutually agreed with Cab Operator;
- Maintain and ensure good and humble conduct with Cab Operator during the trip and on failure to do so, Cab Operator may require such User to disembark the Cab;
- Prior to commencement of trip, check and agree with Cab Operator on dimension/weight of the luggage that can be accommodated in the boot space of the Cab;
- Check the starting time and the reading on the odometer at the start of the trip. Disputes regarding the same will not be acceptable after completion of journey.
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THE USER SHALL NOT:

- ask Cab Operator to violate any traffic rules, or the city police or government rules or other applicable laws for any reason whatsoever;
- coerce Cab Operator to overload the boot space of the Vehicle with the User's luggage;
- use services offered under this head for any purpose which is unlawful or illegal under the applicable laws;
- insist on disembarking at any place except the point of drop as provided by the User at the time of booking;
- board the Cab if he/ she is intoxicated or under influence of any drug or similar abusive substances.

E-SIM

ROLE OF OPEROSE

OPEROSE only acts as a facilitator for booking of E-SIM provides intending travelers merely with a platform to search for desired E-SIM around the world. All bookings made through OPEROSE are subject to the applicable Terms & Conditions as set out by SIM Provider or facilitator.

OPEROSE has no control over the network, user setup, using ESIM for data etc or any other lack or deficiency of services. Liability, if any, for the above-said stands against the Service Provider.

Many modern smartphones support eSIM, including iPhone XS and newer, Google Pixel 3 and newer, Samsung Galaxy S20 and newer, and many other flagship devices. Most newer iPads and Apple Watches also support eSIM technology. In case your device does not support E-SIM, no liability whatsoever will be taken by OPEROSE

PAYMENTS FOR BOOKINGS, AND CANCELLATIONS

OPEROSE's service charges are non-refundable.

Bookings can only be cancelled through offline only.

The bookings made on OPEROSE's Site are subject to cancellation policy and charges levied by the Service Provider. It may vary depending on the cancellation time

In general, once the SIM is issued, no cancellation is possible. It's a user responsibility to check before buying the e-SIM and its "How to use SIM" and other condition on website

ACTIVITIES AND OTHER SERVICES

DEFINITIONS

'Activity' includes day tours & sightseeing, spa & wellness, adventure sports, cruise, theme/ amusement parks, buffets & dining or any other service/product booked on the Website.

The provider of the Activity will be referred as 'Activity Provider', who shall be solely responsible for provision of the products/ services booked by the User.

ROLE OF OPEROSE AND LIMITATION OF LIABILITY

OPEROSE's role is limited to facilitating the procurement of an Activity service by the User from the Activity Provider. The transaction or the service fulfilment relation is always between the User and the Activity Provider

OPEROSE shall not provide pick up and drop facility for any Activity unless otherwise explicitly mentioned in the confirmation of the reservation.

OPEROSE shall not be liable or responsible for:

- Any damage or loss, injury, accident, death, breakdown, irregularity, delay/change in schedule, cancellation without cause, inaccurate information, deficiency of service/product, or cancellation due to conditions not under the control of Activity Provider;
- The health, safety and well-being of the User in the course of availing the Activity or thereafter;
- Any incidental or ancillary services which is directly purchased by the User from the Activity Provider;
- Any incorrect information provided by the Activity Provider.

The maximum liability of OPEROSE will be limited to refund of booking amount which was received by OPEROSE for reservation of the Activity.

RESPONSIBILITIES OF THE USERS

The User agrees to comply with the terms and conditions of Activity Provider in addition to OPEROSE's User Agreement and Terms of Service.

The User will be required to present the booking / confirmation voucher issued by OPEROSE in order to avail the Activity.

The User shall further be in possession of valid documents viz. identity proof, address proof, passport in case of Activity booked outside India or any other document as specified by the Activity Provider in order to utilize the Activity booked.

The User may be required to sign a waiver/consent form, safety procedure form, medical declaration or other document before availing the Activity where mandated by the Activity Provider.

The User shall reach out to Activity Provider directly for any concerns subsequent to the confirmation of reservation.

The User should ensure that he qualifies all the eligibility criteria for availing the Activity including but not limited to age limit, weight limit, medical conditions etc. User understands that in case he is found unfit or illegible for the Activity, Activity provider may or may not allow the User to avail the said Activity.

PAYMENTS FOR BOOKINGS, AND CANCELLATIONS

Reservations will be subject to cancellation and refund policies of the Activity Provider which may vary from time to time.

OPEROSE may charge applicable taxes or service charge, convenience fees etc. wherever applicable.

SPECIAL OFFERS AND COUPONS

The following terms will additionally apply to any coupon provided by OPEROSE:

- OPEROSE responsibility is limited to sharing the coupon with the User subject to receipt of payment from the User;
- The redemption of coupon is User's responsibility, and providing the service will be the Activity Provider's responsibility;
- The expiry date of the coupon shall be mentioned on the coupon and the User will not be able to use the coupon subsequent to the date of expiry;
- The coupon is not redeemable for cash;
- The coupon once purchased cannot be refunded or cancelled.

VISA SERVICES

ROLE OF OPEROSE AND LIMITATION OF LIABILITY

OPEROSE solely acts as a facilitator for visa processing and is not responsible for grant or rejection of User(s) visa in any manner whatsoever. Issuance of visa is a sole decision of concerned Embassy.

Services offered by OPEROSE should not be considered or construed as Visa advisory or consultancy in any manner as it acts on the instruction of the User. User understands that he is solely liable to understand the requirement of Visa to undertake his travel booked for the desired destination country/Countries and then instruct OPEROSE accordingly to initiate the Visa application process.

OPEROSE role is limited to informing the User about the documentary requirements for applying for a visa of a specific country or jurisdiction, collecting those documents as provided by the User, and submitting those documents to the respective embassy or high commission. Such requirements for making a visa application (including, but not limited to, documentation, fees and time frames) are provided by OPEROSE on the basis of the information provided by the respective embassy or high-commission. OPEROSE cannot and will not advise on the merit, completeness, or the suitability of the documents, or the likelihood of approval or rejection of the visa being applied for.

OPEROSE may also inform the average time taken for the processing of a visa application by the respective embassy or high commission. However, it is User's responsibility to approach OPEROSE for application of Visa in a time bound manner so as to secure Visa prior to the date of departure.

Each country has varying requirements for passport and visa. For instance, certain nations require a minimum number of blank pages in succession or certain minimum balance period of validity of the passport. These requirements are established by those respective countries and are subject to change without notice. While OPEROSE will make best efforts to ensure that its User(s) are given, correct and updated information, there may be instances where the requisite information is not made available to OPEROSE, as a result of which OPEROSE may not be able to provide the same to its customers. In such cases, OPEROSE will not be held responsible for any inaccuracy in such information.

The approval or rejection of visa is at the sole discretion of the respective embassy or the high commission to which the visa application is submitted. OPEROSE has no role in either assessing or processing the visa application. Such approval or rejection depends on a lot of factors, such as the information provided by User, current or previous nationality, place of application of visa, residence, gender, age, profession, recent travel and religion.

On the User's behalf, the concerned consulate, embassy or high commission, may call the User for a face to face interview, at its sole discretion. OPEROSE shall have no role to play in this process. OPEROSE will however inform the User about the date, time and any other requirements as communicated by the concerned Embassy or High Commission for the interview.

OPEROSE may also appoint third party vendors for the visa application process for different countries. Such third-party

vendors will be responsible for applying for the visa of customers for the respective countries they have been appointed for.

For visa applications where submission of passports is required, OPEROSE shall take all necessary steps to ensure that the passport is safely delivered to the User. However, OPEROSE shall not be held liable if the passport is lost in transit or misplaced by the logistics service provider.

The countries for which the visa application services are being offered is mentioned in the visa section of the desktop site and the mobile app. The list of countries is subject to change at the discretion of OPEROSE.

OPEROSE shall not be held liable for the acts and omissions of any consulate, embassy, authorities in delaying or not issuing the visa for any reason whatsoever. OPEROSE also cannot be held liable for any incidental cost/expenses in connection thereto incurred by the User. In certain instances, even when a visa is issued, the User may be denied entry as it is the local immigration authorities which have a final say on entry decision.

In addition to Visa certain countries may require additional conditions to be fulfilled. For example an "OK TO BOARD" approval may be required for User(s) travelling to Dubai. User understands that it is the complete discretion of the concerned Airline/ department to grant or reject "ok to board" and OPEROSE has no role to play in this regard. OPEROSE merely acts as a facilitator between the User and the concerned department/ Airlines for application of OK TO BOARD. User(s) are required to provide valid communication details (mobile number/ email id) at the time of applying for the Visa / OK TO BOARD services, as these will be the only point of contact for timely update on the status of User Visa / OK TO BOARD application by OPEROSE.

RESPONSIBILITIES OF THE USERS

By engaging OPEROSE to facilitate the process of visa application, User authorizes OPEROSE to file necessary visa application along with visa fees, embassy charges on his/ her behalf to concerned embassy.

The User undertakes to provide the documents required for the processing of the visa, promptly to OPEROSE. The User further undertakes that the documents submitted are genuine and further the information provided by the customer is true and correct. OPEROSE shall bear no responsibility to verify the genuineness of the documents or the information provided.

User(s) are also required to provide to OPEROSE all necessary and correct information, to allow OPEROSE to submit application for visa processing. Such information may include, but is not limited to, the User name, address, contact details, holiday destination, and any other information which OPEROSE considers necessary for the purpose of processing the User's visa application.

Once OPEROSE returns passport and documents of a User to him/her, it is their responsibility to check that all requisite visas have been obtained and details mentioned therein are correct and matches to their travel itinerary. User shall also check his/her personal details mentioned on the visa issued.

In case of rejection, if User wishes to reapply/appeal against rejection of the visa, OPEROSE shall do the same strictly pursuant to the instructions of the User. The reapplying/appeal shall be a fresh transaction and the User will be liable to pay the applicable fee for such reapplying/appeal process alongwith service fee to OPEROSE. Unless otherwise applied by the User, OPEROSE will not initiate reapplication of any visa application.

In certain cases, the third-party vendor appointed by OPEROSE may refuse to submit the User's visa application basis the credentials of a User, which may be decided on the basis of the documents submitted by the User. This will be done only in cases where the vendor is of the opinion that there exists a substantial risk of the visa being rejected. In such cases, if certain additional documents are required, the same will be informed to the User, and the application would be submitted only if the such additional documents are submitted and are found to be in order. However, if the application is not submitted by the vendor, the visa fee shall be refunded but the service fee of OPEROSE shall remain nonrefundable.

PAYMENTS AND OTHER CHARGES

OPEROSE will charge the User a service fee towards the cost of providing the services of submitting the application on the User's behalf to concerned embassy. This service fee is in addition to the visa fees, embassy charges and other similar fees by whatever name called or as prescribed by the respective embassy. User shall pay the such service fee to OPEROSE at the time of engaging OPEROSE to provide the visa related services. OPEROSE will not be liable to refund the service fees for any reason what-so-ever, even if the User ultimately decides not to submit the visa application, or if the visa application gets rejected.

In addition to the aforesaid service fees, any charges for logistics, i.e. pick up of documents, collection of passports, courier charges etc. or any other cost incurred by OPEROSE beyond its regular scope of work shall be separately payable to OPEROSE by the User.

Embassy fees, taxes, other charges which are not there under the control of OPEROSE are subject to changes made by embassies or government authorities without prior notice to OPEROSE, and OPEROSE cannot be held liable for this. Such fees, taxes and other charges are not refundable after the visa application is submitted to the respective embassy. The aforesaid is as per the guidelines of the respective embassy, and OPEROSE has no control over the same.

OUTBOUND AND DOMESTIC TOURS

DEFINITIONS

"Independent Contractors" means hotelier or hotel owner, owner of any airlines or shipping company or railway ferryboat owner, coach owner, or any other person or organization which has been selected to render services to the User.

"Outbound Tour" means a tour operated by OPEROSE outside of India and includes, but is not limited to, brochure tours, special tours, packages, cruise, sightseeing, carnival, cosmos, star cruise etc.

"Tour Cost" means total booking cost of all the services booked by the User for his outbound tour.

"Booking Fees" means a non-refundable fee or token money deposited at the time of booking by the User.

"Brochure" means catalogue, leaflet, e-mail or any other document containing the details about the itinerary and activities on an outbound tour.

"Infant" means a person below the age of 2 years and child means a person above the age of 2 years and below the age of 12 years.

ROLE OF OPEROSE AND LIMITATION OF LIABILITY

OPEROSE does not control or operate any airline, shipping company, coach, hotel, transport vehicles, restaurant, kitchen caravan or any other facility or service mentioned in the Brochure.

OPEROSE shall not be responsible for any delay, improper service, standard of service provided by any service provider or any Independent Contractor, or for any injury, death, loss or damage which is caused by the act or default of any hotel, airlines, shipping companies, cruise, coach owners, tour operators who are OPEROSE's independent contractors.

OPEROSE shall not be responsible for any act or actions of co-travelers, co-passengers which may result in injury, damage to the life or limb or property of the User, or which may lead to interference in enjoying or availing the services provided on the outbound tour.

OPEROSE being merely a facilitator , shall not be liable for the following:

- Personal injury, sickness, accident, death, loss, delay, discomfort, increased expenses, incidental, consequential loss and/or damage or any kind of theft howsoever caused to the User or any person travelling with them.

- Any act, omission, default of any travel agent or third party or any other person or by any servant or agent employed by them who may be engaged or concerned in the provision of accommodation, refreshment, carriage facility or service for the User or for any person traveling with him /her.
- The temporary or permanent loss of, or damage to, baggage or personal belongings howsoever caused including willful negligence on the part of any person.
- Any delay made in delivery of the service by the concerned service providers.
- Failure on the part of airline to accommodate passengers despite having confirmed tickets for any reason whatsoever including overbooking, change of route etc. or failure on part of hotel to allow check-in despite confirmed booking for whatever reason.
- Any claims of any dispute with the tour manager.
- Any claim arising due to delay at the airport and if the User has to wait at the airport or at the hotel for check-in due to any technical snag or any other reason not attributable to OPEROSE, OPEROSE shall not be liable for making any arrangements, including but not limited to food or any hotel arrangement in case of such delays.
- Any damages caused to the User due to reasons beyond the control of OPEROSE.

In no event shall the entire liability of OPEROSE for any claims directly and indirectly arising out of the tour exceed the total booking amount paid by the User.

There can be exceptional circumstances where the service operators like the airlines, hotels, the respective transportation providers or concerns may be unable to honor the confirmed bookings due to various reasons like climatic conditions, labor unrest, insolvency, business exigencies, government decisions, operational and technical issues, route and flight cancellations etc. If OPEROSE is informed in advance of such situations where dishonor of bookings may happen, it will make its best efforts to provide similar alternative to its User or refund the booking amount after reasonable service charges, if supported and refunded by that respective service operators. The User agrees that OPEROSE being an agent for facilitating the booking services shall not be responsible for any such circumstances and the customers have to contact that service provider directly for any further resolutions and refunds. The maximum liability of OPEROSE in such events will be to refund the booking amount subject to receipt from the service providers.

BROCHURE

All information given in the Brochure is based on the information available at the time of publication. OPEROSE reserves the right to change any information contained in the Brochure before or after booking the outbound tour due to any event(s) beyond the control of OPEROSE.

In case OPEROSE becomes aware of any change before the departure for an Outbound Tour, OPEROSE will take all reasonable steps to notify the User before the departure for that Outbound Tour. In the event of OPEROSE becoming aware of the changes post the departure for the Outbound Tour, the OPEROSE tour manager or local representative will inform the User about the change.

The prices quoted in the brochure will be calculated at the rate prevailing at the time of printing of the brochure. OPEROSE reserves the right to amend the prices published in the brochure in case of currency fluctuations, changes in the various gross rates of exchange, and/ or fuel costs, special/ high season charge levied by the suppliers, hike in the airline/ rail charges before the date of departure and to surcharge accordingly. All such increases in price must be paid for in full before the departure by the User.

Apart from the instant Terms of Service and the User Agreement, some specific terms and conditions are mentioned against the respective Outbound Tour in the Website as well as email communication and confirmed booking vouchers. Those terms and conditions also form part of the OPEROSE User Agreement & Terms Of Service and are to be read in consonance with each other.

No claim of the User against any change in the Brochure regarding the Outbound Tour shall be entertained if such changes are due to reasons beyond the control of OPEROSE.

MEALS AND SPECIAL REQUESTS

The menus are pre-set for meals on the Outbound Tour. The nature of meals is clearly indicated in the Brochure. OPEROSE would not entertain a request for a special meal nor guarantees a special diet to the User except to the extent mentioned in the brochure.

OPEROSE reserves the right to change the menu if circumstances necessitate such a change. In the event that the User is not able to avail the meals in the menu for any reason, no claim can be made for the unutilized meal against OPEROSE.

User acknowledges that hotels worldwide serve breakfast at different (local) time or time as specified in the confirmed booking voucher. User understands that Hotels do not pack or room deliver breakfast. The meal has to be consumed when served. If the User misses breakfast due to any reason, no claim for the same shall be entertained.

OPEROSE may, in its sole discretion, entertain the requests for special meals, room allocations subject to such requests being honored by respective service providers. OPEROSE would take all the necessary steps to ensure that these special requests are honored. However, in the event that such special requests are not honored, OPEROSE would not be liable for any claim in this regard by the User. Extra cost, if any, for special meals or any such special requests have to be borne by the User.

User shall bear the additional charges of any special meal if purchased by him/ her and shall not be entitled to recover the same from OPEROSE.

If the User fails to avail the meal due to the fault of OPEROSE, then OPEROSE's liability is limited to proportionate amount that the User had paid OPEROSE for the meal while booking the outbound tour.

HOTELS IN THE OUTBOUND TOUR

OPEROSE takes all reasonable steps at the time of selecting the hotels that form a part of the Outbound Tour. The selection is based on an internal assessment of the respective hotels and such hotels selected are usually the best in the respective categories. OPEROSE endeavors to provide details of the hotel to the User in advance vide proposed itinerary. However, OPEROSE reserves the right to change hotels before booking, subject to availability or any other reason beyond its control.

Once the User opts for a certain category or star rating of a hotel, later no claim or dispute with regard to the star category or type of the hotel shall be entertained by OPEROSE.

OPEROSE would not be held liable or to make good any inconvenience or discomfort caused to the User due to but not limited to the insufficient services provided at the hotel. OPEROSE acts as a facilitator between the User and the hotel, and would under no circumstances be held responsible for inadequate services provided by the hotel.

The User would be liable to make good any damage(s) caused by any act of him/her or their accompanying guests to the property of the hotel in any manner whatsoever. The extent and the amount of the damage so caused would be determined by the concerned hotel. OPEROSE would not, in any way, intervene in the same.

No request for the change of hotel shall be entertained after the booking is confirmed. If User upgrades the hotel or changes the hotel on his own, he/she agrees to bear the charges incurred for change in the hotel and shall not be entitled to claim it from OPEROSE.

User shall be responsible for his/ her baggage and valuables. OPEROSE shall not be liable for any loss of baggage or theft of User's articles during their stay in the hotels or any time during the tour.

ITINERARY

OPEROSE will provide a proposed itinerary to the User before the booking. Such proposed itinerary shall be subject to changes. The confirmed booking details and hotel vouchers sent to the User before departure and after payment of entire booking amount shall be final.

The Outbound Tour price is subject to increase without any prior notice if this rate substantially changes prior to departure, then the User would be required to pay such incremental tour cost before the departure.

The days and nights of the itinerary are decided as per the availability of hotels and airlines. No claims regarding full utilization of last day or inclusion in the tour shall be valid.

OPEROSE takes all reasonable steps at the time of finalizing the itinerary for the User to ensure that the itinerary is as per the convenience and comfort of the User. However, in the event of a change in the itinerary, OPEROSE would inform the User accordingly before the departure of the User on the Outbound Tour.

Further, in the event of any change beyond the control of OPEROSE in the itinerary of the User post departure for outbound tour, OPEROSE shall inform the User accordingly as and when such a change occurs. OPEROSE shall not be held responsible in any manner whatsoever for any loss that a User might suffer consequent to such a change.

OPEROSE reserves the right to claim any additional expenses on account of delays or changes in the itinerary, caused by any reason whatsoever.

OPEROSE reserves the right to amend, alter, vary or withdraw any particular departure, excursion or substitute a hotel of similar category, or any other aspect of the itinerary, if deemed advisable or necessary.

In the event that the User misses out on any activity on the outbound tour due to delay on his part, OPEROSE would not be held liable to refund the money paid for the same.

OPEROSE will not entertain any change in the itinerary at the request of the User after booking, as such change might disarray the entire tour. However, OPEROSE may, in its sole discretion and subject to availability, provide changes in the itinerary made at the request of the User. User agrees to pay additional cost incurred due to such change/cancellation.

COACH AND SITTING

On the Outbound Tours, coaches are used for transfer purposes including local sightseeing. There are no seat numbers allocated and the Users shall follow instructions of the Tour Manager in this regard.

In case the User is carrying any valuable personal belongings, it is advisable not to leave them behind at the time of disembarking or leaving the coach. OPEROSE will not be held responsible or liable in case of loss of such items from the coach. All baggage and personal effects are at all times and in all circumstances the responsibility of the User.

Any damage caused to the coach during travel as a consequence of the actions of the User shall be payable by the User and OPEROSE would in no manner whatsoever be liable for the same.

The drivers of the coaches are bound by specific rules like maximum driving hours within a day/ during a week, rest period per day/ week etc. Users will have to strictly adhere to the prescribed timetable for the day so that the driver can complete the travel. In the event that any of the sightseeing schedules is missed due to delays caused by the User, the cost of same will not be refunded to the User under any circumstances.

In the event of breakdown of any coach or any vehicle arranged for transportation, OPEROSE will provide an alternative within reasonable time. OPEROSE shall not be liable for any delays occurred due to such breakdown or traffic jam or for any reasons causing delay in the provision of alternative coach or vehicle.

TIPPING

Tipping is customary (unless otherwise stated in the brochure) in all parts of the world for services rendered (e.g. porters, coach drivers, guides etc.). This is however solely at the discretion of the User.

Tipping in Europe is something that is expected of anyone providing you a service, for example, local guides, waiters, tour manager, porter etc. However, it is mandatory to tip the coach driver a nominal amount of 2 Euros for Europe and UK and 2

Dollars for USA per person per day for the duration of the tour.

CURRENCY AND TRAVELLERS CHEQUES

It is recommended that the User carries money partly in local currency (i.e. in the currency of the country where he/she is traveling), partly in traveler's cheques or travel currency card. Traveler's cheque is a safe way to carry money as they are easily cashable for a small service fee charged by the bank and can be replaced if they are stolen or lost, provided you have the traveler's cheque numbers and the counterfoil.

Alternatively, the User can carry a travel currency card, which is by far the safest way to carry foreign currency and provides 24*7 access to cash at relevant ATMs.

ACCOMMODATION FOR CHILD BELOW 12 YEAR OF AGE

If a child below 12 years of age is booked on the outbound tour without paying for a separate bed, then no separate bed will be provided in the hotel.

FORFEITURE OF DEPOSITS

OPEROSE may require the User to pay non-refundable interest-free booking fee at the time of booking the tour.

In the event that the User cancels the booking or fails to adhere to the tour payment schedule as informed in the documentation check list or in the event that the visa of the destination country is not granted or the User is unable to travel on the tour booked due to any personal reason, including medical ground or sickness, cancellation charges will apply as communicated to the User by OPEROSE.

User acknowledges that booking of air tickets, hotels for a tour is done parallel to visa processing to ensure the availability as per the proposed itinerary. In the event of any denial or rejection of visa, OPEROSE shall be entitled to recover any cost incurred in making such bookings by way of deducting cancellation charges as specified hereinabove. User acknowledges that such charges are just and fair and are deducted towards expenses that OPEROSE incurs towards making bookings at the request of the User and consequent cancellation or non-travel by the User.

CANCELLATION DUE TO VISA REJECTION

All the Users traveling on an outbound tour must be in possession of a valid visa (including transit Visa) to enter all the countries in which the Users intends to visit or pass through as a part of the outbound tour.

User(s) whose visas are not granted by the concerned consulates, must intimate OPEROSE immediately about such rejection. OPEROSE will deduct applicable cancellation charges in addition to any additional visa expenses incurred and refund balance amount if any.

In case of rejection, if User wishes to reapply/appeal against rejection of the visa, OPEROSE shall do the same strictly pursuant to the instructions of the User. The reapplying/appeal shall be a fresh transaction and the User will be liable to pay the applicable fee for such reapplying/appeal process along with service fee to OPEROSE. Unless otherwise applied by the User, OPEROSE will not initiate reapplication of any visa application.

CANCELLATION CHARGES

If the Outbound Tour is cancelled for any reason what-so-ever, including cases of visa rejection or voluntary cancellation by the User the cancellation charges as mentioned in the brochure or the itinerary will apply. In the absence of any such information, the following cancellation charges will apply:

Time period in which the cancellation is made	Charges
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45 days or more, prior to departure	Booking fees
Between 44 and 31 days of departure	25% of Tour Cost
Between 30 and 15 days of departure	50% of Tour Cost
Between 14 and 8 days of departure	75% of Tour Cost
Within 7days prior to date of departure, or no-show for any reason what-so-ever	100% of Tour Cost

PAYMENT OF THE TOUR COST

Payment shall be made as per the payment schedule provided on the brochure, Email or any other documented information as informed at the time of booking.

Payment can be made either online or by way of DD/cheque as specified to the User.

Payment can be made either in INR or any other foreign exchange/currency (as OPEROSE depends on various out bound service providers/ Independent contractors for the purpose of planning the OBT) as specified in the brochure or any other documented information provided at the time of booking.

If any cheque towards the payment is dishonoured, OPEROSE, without notice to the User, shall be entitled to cancel the entire booking without any liability and take recourse to appropriate legal remedy.

Final documents and airline tickets will be shared with the User only after the balance payment is made to OPEROSE by the User. PAN Card copy will be required when payments amounting to Rs.25,000/- or above are made by cash.

For purpose of computing the cost of tour or refund, the foreign exchange components of the outbound tour will be calculated at the prevailing day's rate of exchange. And any increase or decrease in the rate of exchange may cause the cost of tour/ refund amount to change and the User shall be bound to bear any such changes.

OPEROSE is not obligated in any circumstance to provide break-up of the invoice for each of the service included in the package.

REFUNDS

OPEROSE is only a facilitator and any refund for any service(s) which are not delivered by the service provider /Independent Contractors or for any reason for which the User is entitled for a refund is subject to OPEROSE receiving the amount from the said service provider. User acknowledges that OPEROSE shall not be held liable for any delay in refund or non-refund of the amount from the respective service provider or Independent Contractors of OPEROSE. In such events the User shall directly approach the service provider for any claims.

In case the User makes any changes in their accommodation while on the Outbound Tour, OPEROSE shall not refund or pay compensation in any manner whatsoever. The User would also be liable to pay any additional sum that is required to be paid consequent to the aforesaid changes made in the accommodation.

In the event of any delay in the refund beyond the period specified herein, the entire liability of OPEROSE shall be refund of the said amount with interest calculated at the applicable bank rate till the date the refund is made.

AMENDMENTS

In the event of OPEROSE amends or alters any tour or holiday after such a tour or holiday has been booked, the User shall have the option to continue with the tour or holiday as amended/ altered, or to accept any alternative tour or holiday which OPEROSE may offer.

In either of these cases above, the User shall not be entitled to nor OPEROSE be liable to the User for any damage, additional expenses or consequential loss suffered by the User. OPEROSE's liability in such cases shall be only to refund the amount of the cost of the said tour to the User (after deducting the actual expenses incurred by OPEROSE for the booking like visa, insurance premium, and other charges as applicable from case to case, without any interest on the same.

PROMOTION & DISCOUNTS

OPEROSE may, from time to time, launch some promotions and discount offers on the tour package internally or externally through advertisements and some Users in the group tour might receive additional benefits due to entitlement to such promotion and discounts. No claims from Users in the group for such privileges shall lie if they are not entitled for the discounts or eligible under the promotion.

In case of publication of any travel scheme offering any discount or benefit by OPEROSE, OPEROSE shall have the sole right to withdraw such a scheme or discount at any time.

TOUR ARRANGEMENTS & OTHER ACTIVITIES

For tour arrangements like carnival, cosmos, star cruise, amusement parks, museums etc., the terms and conditions specified by such respective entities shall also be applicable.

It shall be the responsibility of the User to reach the place of commencement of the tour and register with the representative of OPEROSE/ tour guide/ tour manager at the appointed place, date and time.

If a User avails pre-tour services or part thereof, or the air tickets (cost of which is included in the main tour cost) but fails to join the group for the main tour at the appointed place, or cancels the tour after using the air tickets or pre-tour arrangements or part thereof, it shall be treated as "no show" and there will be no refund whatsoever for the unutilized pre-tour or main tour services.

OPEROSE cannot be held liable for any hazard to the health, safety and well-being of the User in the course of availing any or all activities including adventure sports, Amusement park & rides, ferry ride, sightseeing or any other activity that may pose a threat of death or injury taken up by the User as a part of the OBT or on his own while on the OBT. Any incidental damage or loss, injury, accident, death etc. suffered in the due course of any such activity shall be at the sole risk and liability of the User attributable to OPEROSE.

MISCELLANEOUS

OPEROSE reserves the right to withdraw tour membership of any User whose behaviour is deemed likely to affect the smooth operation of the outbound tour or adversely affect the enjoyment or safety of other passengers. OPEROSE shall not be liable for any damages due to such withdrawal.

It is a mandatory condition of booking that the User purchases a holiday insurance.

A transfer from one tour to another prior to the departure of the originally booked tour will be treated as a cancellation of the original tour and would attract the cancellation charges as stated hereunder and a fresh booking would have to be made at the prevalent rates.

SELF-DRIVE CABS

DEFINITION

"Cab" as may be used in this document includes all categories of transport vehicles like sedans, hatchbacks, sport utility vehicles, multi utility vehicles, and any other vehicle meant for transporting passengers.

"Operator" means any person in the business of renting a motor cab.

ROLE OF OPEROSE

User understands that OPEROSE is not offering or providing the service Self-Drive Cabs. It is merely acting as a facilitator to enable the User to book a Self-Drive Cab with the service providers who offer this service. The contract of service for utilization of the Self-Drive Cabs is always between the User and the Operator. User further understands that OPEROSE merely lists cabs made available through several Operators on its Platform. User also agrees that as per Motor Vehicles Act, 1988 & Rent a Cab Scheme, 1989, OPEROSE shall never be called as an Operator.

ROLE OF OPERATOR

User understands that it is the Operator that provides the service of the self-drive vehicle and confirms the booking made with the Operator through OPEROSE. The booking made is subject to the User agreeing to the terms and conditions for renting the vehicle as set out by the Operator, including production of original identification documents as required for renting the vehicle. The User understands that a valid driving license is must for making a booking. The Operator will reserve the right of refusal to handover the vehicle in the event the User does not possess a valid driving license or fails to produce the original for verification.

OPEROSE merely shares a confirmation voucher basis the confirmation received from the Operator on any given booking. User further agrees that amount payable against any given booking is decided by the Operator and OPEROSE has no role to play in fixation of any charges.

The process of handover of the Cabs to a User and Pick-up of Cabs from a User on completion of booking, is taken care by the Operator and OPEROSE will have no involvement in that process. Any issues faced by the User at the time of picking up the vehicle shall be addressed by the Operator. In case of any dispute with regard to damage of Cab shall be independently taken care by and between the User and Operator. However, any deductions or additional charges levied shall be on the behest of the Operator.

LIMITATION OF LIABILITY:

It is the sole responsibility of the Operator to ensure it has all the requisite licenses, approvals, insurance and permits from appropriate authorities required to provide a cab on rent. OPEROSE gives no warranty or assurance with regard to requisite licenses, approvals, insurance and permits which the Operator is supposed to obtain from appropriate authorities.

OPEROSE shall not be responsible in any manner whatsoever for any claims pertaining to adherence of timeliness, safety, quality, condition of the Cabs, cancellation of the booking by the Operator due to any reason whatsoever, any inconsistencies in the booking, or any act or omission on part of the Operator.

The User further agrees that OPEROSE shall bear no liability or responsibility in case of any mishap or accident which may further result in damage to Cab, injury, loss of life etc.

In case of break down or accident of Cab where Operator has been unable to make alternative arrangement, OPEROSE shall have no liability to compensate the customer. OPEROSE will have limited liability to provide proportionate refund to User. Such refunds shall be subject to OPEROSE receiving the same from the Operator.

PAYMENT TERMS:

User agrees that apart from booking charges as charged by the Operator, OPEROSE may charge an additional amount in nature of convenience fee or service fee. The said additional charges covers the cost incurred by OPEROSE towards facilitating such booking. User agrees that the said charges are strictly non-refundable in nature. User further agrees that the amount collected by OPEROSE for any given booking is passed on to Operator and therefore, OPEROSE cannot be called as an Operator just because it collects payment for any booking.

The estimate cost provided at the time of booking is not to be construed as the final price, unless specifically indicated. The final amount will be calculated based on the verification of the vehicle at the time of return to the Operator or its

representative. Basis the information received by the Operator, any refunds, as applicable will be made to the User.

Apart from the charges explained above, User at the time of booking will also have to make payment towards Security Deposit. The amount paid towards Security Deposit is strictly governed by the terms of Operator and OPEROSE will have no role to play in decisive terms for refund of such Security Deposit at the time of handover of Cabs.

Any booking is subject to applicable cancellation policy set out on the booking page or as communicated to the User at the time of booking.

User also agrees that expenses like toll charges, permit charges, parking charges, entry fees, Service Tax & any other Government Tax as per Government guidelines are to be borne by the User. User also understand that in case of violation of any traffic and/or road rules, penalty charged by any concerned authority shall be borne by the User.