

USER AGREEMENT

This User Agreement constitutes a binding contract between you, the User, and Mearch Online Travel Services LLP and its affiliates/groups with regard to the use of various services that are provided under the brand '**Stamp The Passport**'.

Please carefully go through this User Agreement and the privacy policy available at www.stampthepassport.com/privacypolicy ("**Privacy Policy**"), which together constitute a legal agreement ("**Agreement**") between you and STP, before you decide to access the website or avail the services made available on the website and Website by STP.

In addition to this Agreement and depending on the Services opted for by the User, the User shall be required to read and accept the relevant terms and conditions of service ("**TOS**") for each such Service, which may be updated or modified by STP from time to time.

NATURE AND APPLICABILITY OF TERMS

- a. Mearch Online Travel Services LLP ("**STP**", "**us**", "**our**" or "**we**"), a company incorporated under the laws of India, with its principal office at 502 Zala Sapphire CHS Shree Ghantali Devi Mandir Road Thane Maharashtra 400602, provides various visa and travel related services through its Website (www.stampthepassport.com), mobile site, mobile app & offline channels including call centres and offices (collectively referred herein as "**Sales Channels**") Unless otherwise specified, all references to our services include the technology, content, services, and products available through the website, mobile application as well as any software that STP provides to the user that allows them to access the Services.
- b. Any person ("**User**") who purchases, intend to purchase, or inquires about any product(s) or service(s) made available by STP through any of STP/Stamp the Passport's Sales Channels agree to be governed by this User Agreement.
- c. For the purpose of this agreement, users are collectively referred to as "**you**", or "**your**" and the website(s), mobile site(s) and mobile app(s) are collectively referred to as "**Website**".
- d. You acknowledge that you will be bound by this Agreement for availing any of the Services offered by us. If you do not agree with any part of the Agreement, please do not use the website or avail any Services.
- e. The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but not limited to:
 - the Indian Contract Act, 1872,

- the (Indian) Information Technology Act, 2000, and
- the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the “SPI Rules”), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the “IG Rules”).

CONDITIONS OF USE

- a. You must be 18 years of age or older to register, use the Services, or visit or use the Website in any manner. By registering, visiting and using the website or accepting this Agreement, you represent and warrant to STP that you are 18 years of age or older, and that you have the right, authority and capacity to use the Website and the Services available through the Website, and agree to and abide by this Agreement.
- b. As a minor if you wish to use or transact on the Website, such use or transaction shall only be made by a person of legal contracting age (legal guardian or parents). We reserve the right to terminate your membership and/or block access to the Website if it is discovered that you are a minor or incompetent to contract according to the law or any information pertaining to your age entered at the time of creation of account is false.

ACCOUNTS AND REGISTRATION

- a. To access the Services offered by us, you may be required to register for an account. When you register for an account, you may be required to provide us with some information about yourself (such as your name, date of birth, e-mail address, , phone number, or other personal information). Some of this information may be of a confidential nature and may include personal identifying information.
- b. If you provide your information to us then you agree to provide true, current, complete and accurate information, and not to misrepresent your identity. You also agree to keep Your Information current and to update Your Information if any of Your Information changes.

OUR SERVICE

- a. STP shall provide you, visa services and other travel related services including but not limited to travel-related information, pricing, availability and reservations for airlines, hotels, tour packages, forex and other services around the world.
- b. STP ensures that all the information provided by it is correct, but STP neither warrants nor makes any representations regarding the quality, accuracy or completeness of any

data or information. STP makes no warranty, express or implied, concerning the Website and its contents and disclaims all warranties of fitness for a particular purpose and warranties of merchantability in respect of services, including any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to any User or any other person, arising out of or from the use of any such information.

- c. STP shall also not be responsible for changes that occurred due to human or data entry errors or for any loss or damages suffered by any User due to any information contained herein.
- d. STP acts as a intermediary of Services on behalf of third party service providers, it shall not have any liability whatsoever for any aspect of the arrangements between the end-service provider and the User as regards the standards and rendering of services by the service providers. In no circumstances shall STP be liable for the services provided by the end- service provider. STP is not liable for any changes, deficiencies, disputes, etc. related to the services being provided by Service Providers, including the matters related to delays in refunds or no refunds, of the fares and charges paid to Service Providers.
- e. STP does not, by offering travel related services to particular destinations, represent or warrant that travel to such destinations is without risk, and shall not be liable for damages or losses that may result from travel to such destinations.
- f. Neither shall STP be responsible for the delay or inability to use/avail the Website or Services, the provision of or failure to provide services by Service Provider, or for any information, software, products, services and related graphics obtained from STP, whether based on contract, tort, negligence, strict liability or otherwise.
- g. STP shall not be held responsible for non-availability of the website during periodic website maintenance operations or any unplanned suspension of access to the services that may occur due to technical reasons or for any reason beyond STP's control. The User understands and agrees that any material and/or data downloaded or otherwise obtained from Website/STP is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or any other loss that results from such material and/or data.
- h. STP reserves the right to not accept any booking or refuse to provide a service to a user without assigning any reason thereof at its sole discretion. The user also acknowledges that the end-service provider may refuse to provide the service for any booking made through STP with/without assigning any reasons or owing to reasons including but not limited to behavioural issues, public safety, health hazards, infectious diseases,

government orders/notification etc. In such an event, the liability that may ensue shall solely vest with the end service provider and the User agrees that any claim, refund or damages against such refusal shall lie solely against the end service provider and not STP.

RESPONSIBILITIES OF THE USERS

- a. Users are advised to check the description of the services and products carefully before making a booking. User(s) agree to be bound by all the conditions as contained in booking confirmation or as laid out in the confirmed booking voucher. These conditions are also to be read in consonance with the User Agreement.
- b. If a User intends to make a booking on behalf of another person, it shall be the responsibility of the User to inform such person about the terms of this Agreement, including all rules and restrictions applicable thereto.
- c. The User undertakes to abide by all procedures and guidelines, as modified from time to time, in connection with the use of the services available through STP. The User further undertakes to comply with all applicable laws, regulations, orders, directions etc. issued by either the Central Government, State Government, District Authorities or any other statutory body.
- d. The services are provided on an "as is" and "as available" basis. STP may change the features or functionality of the services being provided at any time, in its sole discretion, without any prior notice. STP expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, reasonably fit for all purposes. No advice or information, whether oral or written, which the User obtains from STP or through the services opted shall create any warranty not expressly made herein or in the terms and conditions of the services.
- e. User also authorizes STP's representative to contact such user over phone, message and email.
- f. The User is responsible for maintaining the confidentiality of the User's account access information and password, if the User is registered on the Website. The User shall be responsible for all usage of the User's account and password, whether or not authorized by the User. The User shall immediately notify STP of any actual or suspected unauthorized use of the User's account or password. Although STP will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of STP or such other parties as the case may be, due to any unauthorized use of your account.

- g. If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or STP has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, STP has the right to discontinue the Services to the User at its sole discretion.

PAYMENTS AND OTHER CHARGES

- a. STP does not charge any fee for on the website. User can create free membership accounts on the Website. In particular, STP may at its sole discretion introduce new services and modify some or all of the existing Services offered on the Website.
- b. STP reserves the right to charge listing fees for certain listings, as well as transaction fees based on certain completed transactions using the STP Services. STP further reserves the right to alter any and all fees from time to time, without notice.
- c. STP shall not provide the service or share details of confirmed booking till such time the entire payment is made by the user.
- d. In cases of short charging of the booking amount, taxes, statutory fee, convenience fee etc., owing to any technical error or other reason, STP shall reserve the right to deduct, charge or claim the balance amount from the User and the User shall pay such balance amount to STP. In cases where the short charge is claimed prior to the utilization of the booking, STP will be at liberty to cancel such bookings if the amount is not paid before the utilization date.
- e. Any increase in the price charged by STP on account of change in rate of taxes or imposition of new taxes, levies by Government shall have to be borne by the User. Such imposition of taxes, levies may be without prior notice and could also be retrospective but will always be as per applicable law.
- f. In the event of a booking not getting confirmed for any reason whatsoever, STP will process the refund of the booking amount as per the Cancellation and Refund Policy paid by the User and intimate the User about the same. STP is not under any obligation to provide an alternate booking in lieu of or to compensate or replace the unconfirmed booking.
- g. The User agrees and understands that all payments shall only be made to bank accounts of STP. STP or its agents, representatives or employees shall never ask a customer to transfer money to any private account or to an account not held in the name of STP. The User agrees that if that user transfers any amount against any booking or transaction to any bank account that is not legitimately held by STP or to any personal account of

any person, STP shall not be held liable for the same. User shall not hold any right to recover from STP any amount which is transferred by the User to any third party.

- h. The User will not share his personal sensitive information like credit/debit card number, CVV, OTP, card expiry date, user IDs, passwords etc. with any person including the agents, employees or representatives of STP. The User shall immediately inform STP if such details are demanded by any of its agents' employees or representatives. STP shall not be liable for any loss that the User incurs for sharing the aforesaid details.
- i. The User shall be liable to pay all applicable charges, fees, duties, taxes, levies and assessments for availing the STP Services.

MODIFICATION OF TERMS

- a. The Services may change from time to time, at the sole discretion of STP, and the Agreement will apply to your visit to and your use of the website to avail the Service, as well as to all information provided by you on the website at any given point in time.
- b. This Agreement defines the terms and conditions under which you are allowed to use the website and describes the manner in which we shall treat your account while you are registered as a member with us. If you have any questions about any part of the Agreement, feel free to contact us at connect@stampthepassport.com
- c. We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time, and such modifications shall be informed to you in writing. You should read the Agreement at regular intervals. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Agreement so modified.

CONTENT OWNERSHIP AND COPYRIGHT CONDITIONS OF ACCESS

- a. The contents listed on the Website are (i) User generated content, or (ii) belong to STP. The information that is collected by STP directly or indirectly from the Users shall belong to STP. Copying of the copyrighted content published by STP on the Website for any commercial purpose or for the purpose of earning profit will be a violation of copyright and STP reserves its rights under applicable law accordingly.
- b. STP authorizes the User to view and access the content available on or from the Website solely for the purpose of providing services to users. The contents of the Website, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Website (collectively, "STP Content"), are the property of STP and are protected under copyright, trademark and

other laws. User shall not reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the website for any public or commercial purpose or for personal gain.

- c. User shall not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

RIGHTS AND OBLIGATIONS RELATING TO CONTENT

- a. As mandated by Regulation 3(2) of the IG Rules, STP hereby informs Users that they are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:

- belongs to another person and to which the User does not have any right to;
- is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- harm minors in any way;
- infringes any patent, trademark, copyright or other proprietary rights;
- violates any law for the time being in force;
- deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- impersonate another person;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

- b. Users are also prohibited from:

- violating or attempting to violate the integrity or security of the Website or any STP Content;
- transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of Services by STP;
- intentionally submitting on the Website any incomplete, false or inaccurate information;
- making any unsolicited communications to other Users;
- using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;

- attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
 - copying or duplicating in any manner any of the STP Content or other information available from the Website;
 - framing or hot linking or deep linking any STP Content.
 - circumventing or disabling any digital rights management, usage rules, or other security features of the Software.
- c. STP, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned above, shall be entitled to disable such information that is in contravention of Clauses above. STP shall also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.
- d. In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, STP has the right to immediately terminate the access or usage rights of the User to the Website and Services and to remove non-compliant information from the Website.
- e. STP may disclose or transfer User-generated information to its affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer. The SPI Rules only permit STP to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by STP as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between STP or any person on its behalf and the User or where the User has consented to data transfer.

THIRD PARTY SITES

- a. The Website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of STP or the Website and STP is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. STP is not responsible for any form of transmission, whatsoever, received by the User from any Linked Site. STP is providing these links to the User only as a convenience, and the inclusion of any link does not imply endorsement by STP or the Website of the Linked Sites or any association with its operators or owners including the legal heirs or assigns thereof.

- b. STP is not responsible for any errors, omissions or representations on any Linked Site. STP does not endorse any advertiser on any Linked Site in any manner. The Users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information
- c. STP reserves the rights to display sponsored ads on the Website. These ads would be marked as "Sponsored ads". Without prejudice to the status of other content, STP will not be liable for the accuracy of information or the claims made in the Sponsored ads. STP does not encourage the Users to visit the Sponsored ads page or to avail any services from them. STP will not be liable for the services of the providers of the Sponsored ads.
- d. You represent and warrant that you will use these Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and STP accepts no liability for the same.

LIMITATION OF LIABILITY

- a. In no event, including but not limited to negligence, shall STP, or any of its directors, officers, employees, agents or content or service providers (collectively, the "Protected Entities") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Website or the content, materials and functions related thereto, the Services, User's provision of information via the Website, lost business or lost End-Users, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:
 - provision of or failure to provide all or any service to Users contacted or managed through the Website;
 - any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Website;
 - any unauthorized access to or alteration of your transmissions or data; or
 - any other matter relating to the Website or the Service.
- b. In no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from this Agreement or a User's use of the Website or the Services exceed, in the aggregate Rs. 1000/- (Rupees One Thousand Only).

RELATIONSHIP

None of the provisions of this Agreement, terms and conditions, notices or the right to use the

Website by the User contained herein or any other section or pages of the Website and/or the Linked Sites, shall be deemed to constitute a partnership between the User and STP and no party shall have any authority to bind or shall be deemed to be the agent of the other in any way. It may be noted, however, that if by using the Website, the User authorizes STP and its agents to access third party sites designated by them or on their behalf for retrieving requested information, the User shall be deemed to have appointed STP and its agents as their agent for this purpose.

INDEMNIFICATION

The User agrees to indemnify, defend and hold harmless STP from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by STP that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by the User pursuant to this Agreement and/or the TOS.

NOTICES

All notices and communications (including those related to changes in the TOS, Service, termination of Service etc.,) shall be in writing, in English and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent via email/facsimile (with acknowledgment of complete transmission) to the following address:

- If to STP, at connect@stampthepassport.com and/or at the address posted on the Website.
- If to a non registered User, at the communication and/or email address specified in the application form availing of a STP Service.
- If to a registered User, at the communication and/or email address specified in the registration form. Notice shall be deemed to have been served 48 hours after it has been sent, dispatched, displayed, as the case may be, unless, where notice has been sent by email, it comes to the knowledge of the sending party, that the email address is invalid.

TERMINATION OF AGREEMENT AND SERVICES

- a. Either the User or STP may terminate this Agreement and a Service with or without cause at any time to be effective immediately. The User agrees that STP may under certain circumstances and without prior notice, immediately terminate the User's user id and access to the Website/Services. Causes for termination may include, but shall not be limited to, breach by the User of this Agreement or the TOS, requests by enforcement or government agencies, requests by the User, non-payment of fees owed by the User in connection with the Services as specified in the applicable TOS.

- b. This Agreement may be terminated by either the User or STP through a written notice to the other. STP shall not be liable to the User or any third party for termination of any Service. Should the User object to any terms and conditions of this Agreement, any TOS or become dissatisfied with the Service in any way, the User's only recourse is to immediately: (a) discontinue use of the Website/Service; and (b) notify STP of such discontinuance.
- c. Upon termination of the Service, User's right to use the Website/Services and software shall immediately cease. The User shall have no right and STP shall have no obligation thereafter to execute any of the User's uncompleted tasks or forward any unread or unsent messages to the User or any third party. Once the User's registration or the Services are terminated, cancelled or suspended, any data that the User has stored on the Website may not be retrieved later.

FORCE MAJEURE

- a. There can be exceptional circumstances where STP and / or the Service Providers may be unable to honor the confirmed bookings due to various reasons like act of God, labor unrest, insolvency, a pandemic, an epidemic, business exigencies, government decisions, terrorist activity, any operational and technical issues, route and flight cancellations etc. or any other reason beyond the control of STP. If STP has advance knowledge of any such situations where dishonor of bookings may happen, it will make its best efforts to provide similar alternative to the User or refund the booking amount after deducting applicable service charges, if supported and refunded by that respective service operators. The User agrees that STP being merely a intermediary of the services and products booked, STP cannot be held responsible for any such Force Majeure circumstance. The User has to contact the End-service provider directly for any further resolutions and refunds.
- b. 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, STP's obligation shall be limited refunding the booking amount, if any, received from the customer. Such refund shall completely discharge STP from all liabilities with respect to that transaction. Additional liabilities, if any, shall be borne by the User.
- c. In no event shall STP and 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.

RETENTION AND REMOVAL

STP may retain such information collected from Users from its Website or Services for as long as necessary, depending on the type of information; purpose, means and modes of usage of such information; and according to the SPI Rules. Computer web server logs may be preserved as long as administratively necessary.

APPLICABLE LAW AND DISPUTE SETTLEMENT

- a. You agree that this Agreement and any contractual obligation between STP and User will be governed by the laws of India.
- b. Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Website or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by STP. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Mumbai. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.
- c. Subject to the above Clause, the courts at Mumbai shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Website or the Services or the information to which it gives access.

SEVERABILITY

If any provision of the Agreement is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event, the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

WAIVER

No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by STP. Any consent by STP to, or a waiver by STP of any breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

GRIEVANCE REDRESSAL

STP strongly believes in resolving the issues raised by the User(s). In the event if user feels that it's concern has not been resolved to it's satisfaction, User may contact our grievance officer, who shall endeavour to redress the concern within 30 days from the date of escalation.

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

Name: Melvin Lobo

Email ID: melvin@stampthepassport.com

Address: connect@stampthepassport.com

Working hours : Mon to Fri (9:00 to 18:00)