

TERMS & CONDITIONS FOR SERVICE PROVIDERS

SERVICE PROVIDER(S) ELIGIBILITY

- TourGenie's Services can only be availed by those individuals or business entities, including companies and partnerships, which are authorized under applicable law to form legally binding agreements. As such, natural persons below 18 years of age and business entities or organizations that are not authorized by law to operate in India or other countries are not authorized to avail or use TourGenie's Services.
- Service Provider(s) agree to abide by the terms & conditions and any other rules and regulations imposed by the applicable law. TourGenie or tourgenie.com shall have no liability to the Service Provider(s) or anyone else for any content, information or any other material transmitted over TourGenie or tourgenie.com, including any fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such material rests entirely with each Service Provider(s).
- TourGenie at its sole discretion reserves the right to refuse tourgenie.com/ Travel Management Solution, Services to anyone at any time.
- Travel Management Solution are not available and may not be availed or used by Service Provider(s) whose Accounts have been temporarily or indefinitely suspended by TourGenie.

SERVICE PROVIDER(S) AGREEMENT

- Service Provider(s) agree that TourGenie shall not be liable or responsible for any damages, liabilities, costs, harms, inconveniences, business disruptions or expenditures of any kind that may occur/arise as a result of or in connection with any Transaction Risks.
- Service Provider(s) are solely responsible for all of the terms and conditions of the transactions conducted on, through or as a result of use of any content, information or any other material provided on the Website, including, without limitation, terms regarding payment, returns, warranties, insurance, fees, taxes, licenses, fines, permits, handling, transportation etc.
- In the event of a dispute with any party to a transaction, Service Provider(s) agrees to release and indemnify TourGenie (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such transaction
- TourGenie reserves the right to add/ modify/ discontinue any of the features offered by TourGenie's Services.
- Service Provider(s) may use the Website / Travel Management Solution solely for their own personal or internal or commercial/ business purposes.
- The Terms & Conditions applies to all services offered on the Website, collectively with any additional terms and conditions that may be applicable in respect of any specific service used or accessed by Service Provider(s) on the Website.
- In the event of any conflict or inconsistency between any provision of these Terms & Conditions and any additional terms and conditions applicable in respect of any service offered on the Website, such additional terms and conditions applicable in respect of that service shall prevail over these Terms & Conditions.

TERMINATION

- Most content and some of the features on the Website are made available to Service Provider(s) free of charge. However, TourGenie reserves the right to terminate access to certain areas or features of the Website (to paying or registered Service Provider(s)) at any time without assigning any reason and with or without notice to such Service Provider(s).
- TourGenie also reserves the universal right to deny access to particular Service Provider(s) to any or all of its services or content without any prior notice or explanation in order to protect the interests of TourGenie and/ or other Service Provider(s) of the Website.
- TourGenie further reserves the right to limit, deny or create different access to the Website and its features with respect to different Service Provider(s), or to change any or all of the features of the Website or introduce new features without any prior notice to Service Provider(s).
- TourGenie may suspend or terminate a registered membership at any time without any prior notification in interest of TourGenie or general interest of its Service Provider(s) without assigning any reason thereof and there shall arise no further liability on TourGenie of whatsoever nature due to the suspension or termination of the User account.
- TourGenie reserves the right terminate the membership of any registered Service Provider(s) temporarily or permanently for any of the following reasons:
 - If any false information in connection with their account registered with TourGenie is provided by such Service Provider(s), or if such Service Provider(s) are engaged in fraudulent or illegal activities.
 - If such Service Provider(s) breaches any provisions of the Agreement.
 - If such Service Provider(s) utilizes the Website to send spam messages or repeatedly publish the same product information.
 - If such Service Provider(s) posts any material that is not related to international trade or business cooperation.
 - If such Service Provider(s) impersonates or unlawfully uses another person's or business entity's name to post information or conduct business in any manner.
 - If such Service Provider(s) is involved in unauthorized access, use, modification, or control of the Website database, network or related services.
 - If such Service Provider(s) obtains by any means another registered Service Provider(s) Username and/or Password.
 - If any Service Provider(s) involves in such a transaction or activity which is fraudulent in nature.
 - If TourGenie terminates the membership of any registered including Service Provider(s) who have subscribed for the paid services of TourGenie, such person will not have the right to re-enrol or join the Website under a new account or name unless invited to do so in writing by TourGenie.
- In any case of termination, no subscription fee paid by the Service Provider(s) will be refunded. Service Provider(s) acknowledge that inability to use the Website wholly or partially for whatever reason may have adverse effect on their business.

REGISTERED SERVICE PROVIDER(S)

- To become a registered Service Provider(s) of the Website a proper procedure has been made available on the Website which is for the convenience of Service Provider(s) so that they can easily log-in and log-out.

- TourGenie will create an account for the Service Provider(s) upon successful registration and will assign a user alias ("User ID") and password ("Password") for log-in access to the Service Provider(s)'s Account.
- TourGenie has the rights to verify the Service Provider(s) post the registration. In case the Service provider does not qualify in the same, the account can be deactivated immediately.
- TourGenie may at its sole discretion assign to Service Provider(s) upon registration a web-based email or messaging account ("Email Account") with limited storage space to send or receive emails or messages. Users will be responsible for the content of all the messages communicated through the account.
- Service Provider(s) registering on the Website on behalf of business entities represent and warrant that:
 - They have the requisite authority to bind such business entity to these Terms and Conditions;
 - The address provided by such Service Provider(s) at the time of registration is the principal place of business of such business entity;
 - All other information provided to TourGenie during the registration process is true, accurate, current and complete. For purposes of this provision, a branch or representative office of a Service Provider(s) will not be considered as a separate entity and the principal place of business of the Service Provider(s) will be deemed to be that of its head office.
- Service Provider(s) agree that by registering on the Website, they consent to the inclusion of their personal data in TourGenie's on-line database and authorize TourGenie to share such information with other Service Provider(s).
- TourGenie may refuse registration and deny the membership and associated User ID and Password to any Service Provider(s) for whatever reason. Service Provider(s) registered on the Website are in no manner a part of or affiliated to TourGenie.
- Service Provider(s) further agree and consent to be contacted by TourGenie through phone calls, SMS notifications or any other means of communication, in respect to the services provided by TourGenie, even if contact number(s) provided to TourGenie upon registration are on Do Not Call Registry.

DATA PROTECTION

- Personal information supplied by Service Provider(s) during the use of the Website is governed by TourGenie privacy policy ("Privacy Policy"). Please click here to know about the [Privacy Policy](#).

POSTING YOUR CONTENT ON WEBSITE

- Service Provider(s) can post their content on some of the sections/services of the Website using the self-help submit and edit tools made at the respective sections of the Website. Service Provider(s) may need to register and/or pay for using or availing some of these services.
- Service Provider(s) understand and agree that TourGenie in such case is not the author of the content. Service Provider(s) further understand and agree TourGenie is not responsible for the accuracy, propriety, lawfulness or truthfulness of any third party content made available on the Website and shall not be liable to any Service Provider(s) in connection with any damage suffered by the Service Provider(s) on account of the Service Provider(s)'s reliance on such content.
- TourGenie shall not be liable for Service Provider(s) activities on the Website, and shall not be liable to any person in connection with any damage suffered by any person as a result of any User's conduct.\

- Provide TourGenie with true, accurate, current and complete information to be displayed on the Website;
 - Maintain and promptly amend all information provided on the Website to keep it true, accurate, current and complete.
- Service Provider(s) hereby grant TourGenie an irrevocable, perpetual, worldwide and royalty-free, sub-licensable (through multiple tiers) license to display and use all information provided by them in accordance with the purposes set forth in the terms & Conditions and to exercise the copyright, publicity and database rights.
- Service Provider(s) have in such material or information, in any form of media, third party copyrights, trademarks, trade secret rights, patents and other personal or proprietary rights affecting or relating to material or information displayed on the Website, including but not limited to rights of personality and rights of privacy, or affecting or relating to products that are offered or displayed on the Website (hereafter referred to as "Third Party Rights").
- Service Provider(s) hereby represent, warrants and agree that Service Provider(s) shall be solely responsible for ensuring that any material or information posted by Service Provider(s) on the Website or provided to the Website or authorized by the Service Provider(s) for display on the Website, does not, and that the service represented thereby do not, violate any Third Party Rights, or is posted with the permission of the owner(s) of such Third Party Rights.
- Service Provider(s) hereby represent, warrant and agree that they have the right to, offer, the services offered and displayed on the Website, and that such offer, of those services violates no Third Party Rights.
- Service Provider(s) agree that they will not use TourGenie Content and/or TourGenie's Services to send junk mail, chain letters or spamming.
- Service Provider(s) hereby represent, warrant and agree that any content, material or information submitted to TourGenie for display on the Website or transmitted or sought to be transmitted through TourGenie's Services does not and shall at no point:
 - Contain fraudulent information or make fraudulent offers or attempt to make fraudulent offers or otherwise promote other illegal activities;
 - Belong to another person and to which Service Provider(s) do not have any right to;
 - Be part of a scheme to defraud other Service Provider(s) of the Website or for any other unlawful purpose;
 - Be intended to deceive or mislead the addressee about the origin of such messages or to communicate any information which is grossly offensive or menacing in nature;
 - Relate to sale of services that infringe or otherwise abet or encourage the infringement or violation of any third party's copyright, patent, trademarks, trade secret or other proprietary right or rights of publicity or privacy, or any other Third Party Rights
 - Violate any applicable law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
 - TourGenie reserves the right in its sole discretion to remove any material/ content/ photos/ offers displayed on the Website which in TourGenie's reasonable belief is unlawful or could subject TourGenie to liability or in violation of the terms and conditions or is otherwise found inappropriate in TourGenie's opinion.
 - TourGenie reserves the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing.

LIMITATION OF LIABILITY/DISCLAIMER

- The features and services on the Web Site are provided on an "as is" and "as available" basis, and TourGenie hereby expressly disclaims any and all warranties, express or implied, including but not limited to any warranties of condition, quality, durability, performance, accuracy, reliability, merchantability or fitness for a particular purpose.
- All such warranties, representations, conditions, undertakings and terms are hereby excluded. TourGenie makes no representations or warranties about the validity, accuracy, correctness, reliability, quality, stability or completeness of any information provided on or through the Web Site.
- TourGenie does not represent or warrant that the offer, display, of services offered or displayed on the Web Site does not violate any Third Party Rights; and TourGenie makes no representations or warranties of any kind concerning any product or service offered or displayed on the Web site.
- Any material downloaded or otherwise obtained through the Web site is at the Service Provider(s) sole discretion and risk and the Service Provider(s) is solely responsible for any damage to its computer system or loss of data that may result from the download of any such material.
- Under no circumstances shall TourGenie be held liable for any delay or failure or disruption of the content or services delivered through the Web Site resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, flood, storms, explosions, Acts of God, natural calamities, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.
- Service Provider(s) hereby agree to indemnify TourGenie, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from their use of the Web Site (including but not limited to the display of Service Provider(s) information on the Web Site) or from Service Provider(s)'s breach of any of the terms and conditions of this Agreement.
- Service Provider(s) hereby agree to indemnify TourGenie, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from Service Provider(s)'s breach of any representations and warranties made by the Service Provider(s) to TourGenie.
- Service Provider(s) hereby agree to indemnify TourGenie, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to services offered or displayed on the Web Site.
- Service Provider(s) hereby agree that TourGenie is not responsible and shall have no liability for any material posted by other Service Provider(s) or any other person, including defamatory, offensive or illicit material and that the risk of damage from such material rests entirely with the Service Provider(s).
- TourGenie shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, strict liability or otherwise or any other damages resulting from any of the following:
 - The use or the inability to use the Web Site;
 - Any defect in data, information or services obtained from a Service Provider(s) or a third-party service provider through the Web Site;
 - Violation of Third Party Rights or claims or demands that any Service Provider(s)'s offer, display, of services offered or displayed on the Web Site

may violate or may be asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants;

- Unauthorized access by third parties to data or private information of any Service Provider(s);
- Statements or conduct of any Service Provider(s) of the Web Site; or
- Any matters relating to Premium Services however arising, including negligence.

NOTICES

- All notices or demands to or upon TourGenie shall be effective if in writing and shall be deemed to be duly made when sent to The Grievance officer as may be stated in these Terms & Conditions.
- All notices or demands to or upon a Service Provider(s) shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the Service Provider(s) on the Web Site, or by posting such notice or demand on an area of the Web Site that is publicly accessible without a charge.
- Notice to a Service Provider(s) shall be deemed to be received by such Service Provider(s) if and when Web Site is able to demonstrate that communication, whether in physical or electronic form, has been sent to such Service Provider(s), or immediately upon Web Site's posting such notice on an area of the Web Site that is publicly accessible without charge.

GOVERNING LAW AND DISPUTE RESOLUTIONS

- These terms & conditions and the Privacy Policy shall be governed in all respects by the laws of Indian Territory. TourGenie considers itself and intends itself to be subject to the jurisdiction of the Courts of Sikkim, India only. The parties to this Agreement hereby submit to the exclusive jurisdiction of the courts of Gangtok, Sikkim, India.

MISCELLANEOUS

- Headings for any section of the Terms & Conditions are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- TourGenie's failure to enforce any right or failure to act with respect to any breach by a Service Provider(s) under the terms & conditions and/or Privacy Policy will not be deemed to be a TourGenie's waiver of that right or TourGenie's waiver of the right to act with respect with subsequent or similar breaches.
- TourGenie shall have the right to assign its obligations and duties in these terms & conditions and in any other agreement relating TourGenie's Services to any person or entity
- If any provision of these terms & conditions is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions of the terms & conditions shall be enforced.
- All calls to TourGenie are completely confidential. However, your call may be recorded to ensure quality of service. Further, for training purpose and to ensure excellent customer service, calls from TourGenie may be monitored and recorded.

GENERAL TERMS & CONDITIONS FOR NORTH EAST INDIA TOURISM OPERATIONS

- Check in time of hotels in this region varies from 12.00 noon to 2.00 pm & Check out time of hotels mentioned is 11.00 am to 12:00 noon.
- As the vehicles are less in number, the make model and specifications of the vehicles used cannot be provided beforehand. Details would be made available only 7 days prior to departure dates.
- The area (Hill) is comparatively not as developed with respect to the infrastructure, but rich in nature and the facilities available cannot be matched to those available in the plains and other developed destination. Please be informed about this.
- As the area is underdeveloped it is quite obvious that the constructions of the hotels are unplanned. This further means that almost all the good hotels are in the city centers. These hotels may have the view of the building in the front, beside or behind them. As the services are very poor in the area, we have made our hotel selection on the basis of SERVICES provided and not as RATED BY TOURISM ASSOCIATIONS.
- We do not have star category hotels in our area. So we have termed 'The Area Hotel' as LUXURY, which is closed to a Three Star Hotels, 'The Area's Second Best Hotel' as DELUXE, which is closed to a Two Star Hotels and 'The Area's Hotel' as STANDARD, which is closed to a One Star Hotels.
- Also it is to be noted that there is a vehicle - parking problem in the whole area. Most of the areas are restricted to entry of vehicle & specific time is allotted for entries. Guests are requested to follow the time strictly as given to them. In case of delays the vehicle will have to leave the hotel area without the guest & parked in designated parking area. In such case the guest will have to arrange / bear transit in a Local Taxi FOR WHICH THE COST WILL HAVE TO BE BORNE BY THE GUEST & WILL BE COLLECTED DIRECTLY.
- It is mandatory for visitors to sign an indemnity bond for all tours more so in case one is taking adventure trip or visiting north Sikkim, Arunachal Pradesh, Protected areas in entire North East India.
- In the area (almost all) the hotels do not have a lift facility & in all the hotels the guest will have to climb stairs. In case of guest having problem with blood pressure, knee & heart or if they cannot climb the higher floors, will have to intimate to us during the time of booking so that we can block, rooms at the lowest floor of the hotel enabling the guest to climbing the minimum number of stairs possible.
- Tours to Gurudongmar, Lachen & Lachung in North Sikkim, Nathula in East Sikkim, Tawang in Arunachal Pradesh are not recommended for guests who have Heart /Asthma and Knee stress/ problem. TourGenie would not be responsible in any way if information of this nature is not provided or suppressed.
- In a hilly area scarcity of water is a huge problem. Everybody buys water for their day – to - day living. Guests are requested to cope up with such problem faced during the tour. To overcome this problem certain hotels have fixed time of supplying hot & cold water.
- It is to be noted that incase, the guest is arriving by train in the late evening / night & are departing early morning, it is mandatory for them to spend a night in Siliguri/ Guwahati. In such situation of late arrival & early departure, if the client does not having a booking, then the client will have to wait at the Waiting Room at the station. Our Representative will be meeting the guest at 0600 hrs. This has been planed keeping the security in mind.
- Sikkim, Darjeeling, Meghalaya & Arunachal Pradesh are a hilly area & sudden change is weather is a regular happening. It is advisable that light woolen clothing should be carried always. In winters it is advisable to carry heavy woolen along with an umbrella or a Rain Coat.
- Landslide is a common happening in hilly area. Expenses incurred for diversion, due to this or any other reasons will be collected directly as per actual.
- Room heaters, water boilers may not work in all places due to voltage fluctuations.
- In this region there are no relevance between the distance and time travelling as it depends upon the conditions of roads and congestion of traffic.

- Mobile services may not be active in all destinations. Pre-paid roaming and International roaming connection does not work in those regions.
- Credit Cards / Traveler's cheque are not freely accepted in this region except for major town like Gangtok, Darjeeling, Guwahati, & Shillong.
- Every effort will be made to maintain the itinerary, in view of local strikes, landslide etc., which are beyond our control all schedule and itineraries are subject to last moment changes and any additional cost, will be borne by the guests directly.
- For comfortable journey we advise carry limited luggage.
- Only local vehicles are allowed for PTSo lake and Madhuri lake visits at Tawang, hence, guests have to hire local vehicle and our driver will assist the guests, but please note that we or our driver have no control for the same.
- As per Honorable Supreme Court circulation no tourist vehicle are allowed to use luggage carrier on their roof specifically for Arunachal Pradesh.
- Permits are required to visit Arunachal Pradesh, certain areas in Sikkim, Manipur and Nagaland. These permits are subject to availability, on the travel dates, and may be cancelled by Concerned State Governments with or without assigning any valid reason. TourGenie will not be held responsible for cancellation / non availability of these travel permits in any way.
- Local Vehicles can take you to Boarder town of Moreh, day visitor passes are easily available for Indian nationals on submission of Voters Id Card or Aadhar Card. Local auto rickshaws are available at a cost of Rs 500.00 to take you around to market town of Tamu in Myanmar.

TERMS AND CONDITIONS FOR PHOTOGRAPHS AND ARTICLES

- **RIGHTS YOU LICENCE:**

By submitting your article and/or photograph, you accept that you are the copyright owner of both the article and the photograph and that you agree to our terms and conditions.

By submitting, posting, or displaying content on or through the service, you grant TourGenie a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such content in any and all media or distribution methods (now known or later developed).

You agree that this license includes the right for us to make your content available to others for publication, distribution, syndication, or broadcast of such content on other media and services.

In the event it is claimed that the write-up or photographs submitted by you infringes any person's copyright, you agree to indemnify against all costs, expenses, losses, fines etc. incurred, borne, or suffered by TourGenie.

- **INTELLECTUAL PROPERTY RIGHTS:**

We are the owner of the website www.tourgenie.com. We hold the licensee of all copyrights, trademarks, service marks, or any other intellectual property in the content published on the website. All such rights are reserved. Once your article is published on our site, you must not use any part of the content on the website for commercial purposes without obtaining a licence to do so from us or our licensors.

- **RELATIONSHIP WITH TourGenie:**

You understand and agree that you are an independent entity, and this association does not make you TourGenie's employees, associates, or agents for any purpose whatsoever.

- **GENERAL TERMS:**

We will review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display the content that we reasonably believe violates our policies or the law. We hold the right to not publish your content on our website if we reasonably believe that it does not match our aims and objectives.

TERMS AND CONDITIONS FOR PHOTOGRAPHS AND ARTICLES

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By submitting, posting, or displaying content on or through the service, you grant TourGenie a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such content in any and all media or distribution methods (now known or later developed).

You agree that this license includes the right for us to make your content available to others for publication, distribution, syndication, or broadcast of such content on other media and services.

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- **INTELLECTUAL PROPERTY RIGHTS:**

We are the owner of the website www.tourgenie.com. We hold the licensee of all copyrights, trademarks, service marks, or any other intellectual property in the content published on the website. All such rights are reserved. Once your article is

published on our site, you must not use any part of the content on the website for commercial purposes without obtaining a licence to do so from us or our licensors.

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