This Agreement Between User and Miles and Mice Holidays

Includes terms and conditions on below mentioned Highlights:

APPLICABILITY **ELIGIBILITY TO USE** CONTENT WEBSITE LIMITED LIABILITY OF MILES AND MICE HOLIDAYS **USER'S RESPONSIBILITY** SECURITY AND ACCOUNT RELATED INFORMATION FEES AND PAYMENT USAGE OF THE MOBILE NUMBER, COMMUNICATION DETAILS OF THE USER BY MILES AND MICE HOLIDAYS INSURANCE **TCS COMPLIANCE** COMPLIANCE OF LIBERALIZED REMITTANCE SCHEME (LRS) **OBLIGATION TO OBTAIN VISA** FORCE MAJEURE ADVERTISERS ON MMT, AND LINKED WEBSITES **RIGHT TO REFUSE RIGHT TO CANCEL** FAKE CALLS AND OTHER SIMILAR PHISHING, SPAMMING OR FRAUDULENT ACTIVITIES INDEMNIFICATION **COVID-19 RELATED TERMS & CONDITIONS:** CANCELLATION REFUNDS

APPLICABILITY

This User Agreement along with Terms Of Service (collectively, the "User Agreement") forms the terms and conditions for the use of services and products of milesandmice.com

Any person ("User") who inquiries about or purchases any products or services of milesandmice.com through its, sales persons, offices, call centers, branch offices, franchisees, agents etc. (all the aforesaid platforms collectively referred to as "Sales Channels") agree to be governed by this User Agreement. The websites and the mobile applications of milesandmice.com are collectively referred to as 'Website'.

Both User and milesandmice.com are individually referred to as 'Party' and collectively referred to as 'Parties' to the User Agreement.

"Terms of Service" available on milesandmice.com website details out terms & conditions applicable on various services or products facilitated by milesandmice.com. The User should refer to the relevant Terms of Service applicable for the given product or service as booked by the User. Such Terms of Service are binding on the User.

ELIGIBILITY TO USE

The User must be atleast 18 years of age and must possess the legal authority to enter into an agreement so as become a User and use the services of milesandmice.com. If you are a minor or are below the age of 18 years, you shall not transact on or use the Website. 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 to 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.

Before using the Website, approaching any Sales Channels or procuring the services of milesandmice.com, the Users shall compulsorily read and understand this User Agreement, and shall be deemed to have accepted this User Agreement as a binding document that governs User's dealings and transactions with milesandmice.com. If the User does not agree with any part of this Agreement, then the User must not avail milesandmice.com services and must not access or approach the Sales Channel of milesandmice.com.

All rights and liabilities of the User and milesandmice.com with respect to any services or product facilitated by milesandmice.com shall be restricted to the scope of this User Agreement.

CONTENT

All content provided through various Sales Channels, including but not limited to audio, images, software, text, icons and such similar content ("Content"), are registered by milesandmice.com and protected under applicable intellectual property laws. User cannot use this Content for any other purpose, except as specified herein.

User agrees to follow all instructions provided by milesandmice,.com which will prescribe the way such User may use the Content.

There are a number of proprietary logos, service marks and trademarks displayed on the Website and through other Sales Channels of milesandmice.com, as may be applicable. Milesandmice.com does not grant the User a license, right or authority to utilize such proprietary logos, service marks, or trademarks in any manner. Any unauthorized use of the Content, will be in violation of the applicable law.

WEBSITE

The Website is meant to be used by bonafide User(s) for a lawful use and represents nature of business of milesandmice.com

User shall not distribute exchange, modify, sell or transmit anything from the Website, including but not limited to any text, images, audio and video, for any business, commercial or public purpose.

MILESANDMICE.COM reserves the right, in its sole discretion, to terminate the access to the Website and the services offered on the same or any portion thereof at any time, without notice, for general maintenance or any other reason whatsoever.

MILESANDMICE.COM will always make its best endeavors to ensure that the content on its websites or other sales channels are free of any virus or such other malwares. However, any data or information downloaded or otherwise obtained through the use of the Website or any other Sales Channel is done entirely at the User's own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that may result from the download of such data or information.

Milesandmice.com reserves the right to periodically make improvements or changes in its Website at any time without any prior notice to the User. User(s) are requested to report any content on the Website which is deemed to be unlawful, objectionable, libelous, defamatory, obscene, harassing, invasive to privacy, abusive, fraudulent, against any religious beliefs, spam, or is violative of any applicable law to ops@milesandmice.com. On receiving such report, milesandmice.com reserves the right to investigate and/or take such action as the Company may deem appropriate.

User(s) shall not host, display, upload, publish, transmit or share any information on MILESANDMICE.COM's website or app which:

belongs to another person and to which the User does not have any right;

• is obscene, pornographic, paedophilic, invasive of another's privacy including bodily privacy, insulting or harassing on the basis of gender, racially or ethnically objectionable, relating or encouraging money laundering or

gambling, or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence;

• is harmful to child;

• infringes any patent, trademark, copyright or other proprietary rights;

• deceives or misleads the addressee about the origin of the message or knowingly and intentionally

communicates any misinformation or information which is patently false and untrue or misleading in nature;

Impersonates another person;

• 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 cognisable offence, or prevents investigation of any offence, or is insulting other nation;

• contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of milesandmice.com's platform;

• violates any law for the time being in force;

PROCEDURE TO REPORT OBJECTIONABLE/INFRINGING CONTENT

•User(s) can report any content on the Website/App which is deemed to be unlawful, objectionable, libelous, defamatory, obscene, harassing, invasive to privacy, abusive, fraudulent, against any religious beliefs, spam, or is violative of any applicable law.

If the individual is of the view that any content on or listings on milesandmice.com contains any objectionable or infringing content, User(s) may fill out and submit the at ops@milesandmice.com. Milesandmice.com shall endeavor to review all complete and valid complaints within the prescribed timeframe under applicable law.
The information shared as part of the complaint shall a) clearly identify the violations b) Location of the material on the Website, including but not limited to the link of the infringing material c) in case of any IP violations, proof.

on the Website, including but not limited to the link of the infringing material c) In case of any IP violations, proof of ownership of such IP and d) contact information

• Complainant consents that milesandmice.com shall share the contents of any complaint with necessary third parties including without limitation the accused parties involved to determine the respective rights and liabilities against any allegedly illegal content.

• Milesandmice.com shall make commercially reasonable efforts to resolve all content related complaints within the time period prescribed under applicable law provided that:

1. Complainant shall provide all relevant information and supporting documentation requested by MILESANDMICE.COM to enable MILESANDMICE.COM to evaluate the complaint; and,

2. Milesandmice.com acts in good faith in the determination of any complaint and shall not be liable, in any manner whatsoever, for any act or omission of milesandmice.com pursuant to such complaint, and no such act or omission shall be construed to be an admission of any liability. All of milesandmice.com rights in such matters are fully reserved. MILESANDMICE.COM does not provide any guarantee or warranty in respect of the outcome of any

LIMITED LIABILITY OF MILESANDMICE.COM

Unless milesandmice.com explicitly acts as a reseller in certain scenarios, milesandmice.com always acts as a facilitator by connecting the User with the respective service providers like airlines, hotels, restaurants, bus operators etc. (collectively referred to as "Service Providers"). Milesandmice.com liability is limited to providing the User with a confirmed booking as selected by the User.

Any issues or concerns faced by the User at the time of availing any such services shall be the sole responsibility of the Service Provider. Milesandmice.com will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence on part of any Service Provider. Unless explicitly committed by MILESANDMICE.COM as a part of any product or service:

• Milesandmice.com assumes no liability for the standard of services as provided by the respective Service Providers.

- Milesandmice.com provides no guarantee with regard to their quality or fitness as represented.
- Milesandmice.com doesn't guarantee the availability of any services as listed by a Service Provider.

By making a booking, User understands milesandmice.com merely provides a technology platform for booking of services and products and the ultimate liability rests on the respective Service Provider and not milesandmice.com. Thus the ultimate contract of service is between User and Service Provider.

User further understands that the information displayed on the Website with respect to any service is displayed as furnished by the Service Provider. Milesandmice.com, therefore cannot be held liable in case if the information provided by the Service Provider is found to be inaccurate, inadequate or obsolete or in contravention of any laws, rules, regulations or directions in force.

USER'S RESPONSIBILITY

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.

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.

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 milesandmice.com. 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 empowered to do so w.r.t use of services or for each transaction.

The services are provided on an "as is" and "as available" basis. Milesandmice.com may change the features or functionality of the services being provided at any time, in its sole discretion, without any prior notice. Milesandmice.com 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 milesandmice.com or through the services opted shall create any warranty not expressly made herein or in the terms and conditions of the services.

User also authorizes milesandmice.com representative to contact such user over phone, message and email. This consent shall supersede any preferences set by such User through national customer preference register (NCPR) or any other similar preferences.

SECURITY AND ACCOUNT RELATED INFORMATION

User understands that any information that is provided to this Website may be read or intercepted by others due to any breach of security at the User's end.

Milesandmice.com keeps all the data in relation to credit card, debit card, bank information etc. secured and in an encrypted form in compliance with the applicable laws and regulations. However, for cases of fraud detection, offering bookings on credit (finance) etc., milesandmice.com may at times verify certain information of its Users like their credit score, as and when required.

Additionally, milesandmice.com may share your Personal Information in an anonymized and/ or aggregated form with a third party that milesandmice.com may engage to perform certain tasks on its behalf, including but not limited to payment processing, data hosting, data processing, credit score and assessing credit worthiness for offering bookings on credit in accordance with the applicable laws.

milesandmice.com adopts the best industry standard to secure the information as provided by the User. However, milesandmice.com cannot guarantee that there will never be any security breach of its systems which may have an impact on User's information too.

The data of the User as available with milesandmice.com may be shared with concerned law enforcement agencies for any lawful or investigation purpose without the consent of the User.

FEES AND PAYMENT

In addition to the cost of booking as charged by the Service Providers, milesandmice.com reserves the right to charge certain fees in the nature of convenience fees or service fees. Milesandmice.com further reserves the right to alter any and all fees from time to time. Any such additional fees, including fee towards any modifications thereof, will be displayed to the User before confirming the booking or collecting the payment from such User.

In cases of short charging of the booking amount, taxes, statutory fee, convenience fee etc., owing to any technical error or other reason, milesandmice.com shall reserve the right to deduct, charge or claim the balance amount from the User and the User shall pay such balance amount to MILESANDMICE.COM. In cases where the short charge is claimed prior to the utilization of the booking, milesandmice.com will be at liberty to cancel such bookings if the amount is not paid before the utilization date.

Any increase in the price charged by milesandmice.com 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.

In the rare circumstance of a booking not getting confirmed for any reason whatsoever, milesandmice.com will process the refund of the booking amount paid by the User and intimate the User about the same. Milesandmice.com is not under any obligation to provide an alternate booking in lieu of or to compensate or replace the unconfirmed booking. All subsequent bookings will be treated as new transactions. Any applicable refund will be processed as per the defined policies of the service provider and MILESANDMICE.COM as the case may be.

The User shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the service, as per the applicable laws.

The User agrees and understands that all payments shall only be made to bank accounts of milesandmice.com. Milesandmice.com 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 milesandmice.com. 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 milesandmice.com or to any personal account of any person, milesandmice.com shall not be held liable for the same. User shall not hold any right to recover from milesandmice.com any amount which is transferred by the User to any third party.

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 milesandmice.com. The User shall immediately inform milesandmice.com if such details are demanded by any of its agents' employees or representatives. Milesandmice.com shall not be liable for any loss that the User incurs for sharing the aforesaid details.

Refunds, if any, on cancelled bookings will always be processed to the respective account or the banking instrument (credit card, wallet etc.) from which payment was made for that booking.

Booking(s) made by the User through milesandmice.com are subject to the applicable cancellation policy as set out on the booking page or as communicated to the customers in writing.

Milesandmice.com provides various modes of making payments on the Website for transacting, like UPI, Credit/Debit Cards of various banks, Net Banking facility of all major banks.

USAGE OF THE MOBILE NUMBER, COMMUNICATION DETAILS OF THE USER BY MILESANDMICE.COM

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

MILESANDMICE.COM may also contact the User through the modes mentioned above for any pending or failed bookings, to know the preference of the User for concluding the booking and also to help the User for the same.

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

• upon the request and authorization of the User;

• 'transactional' and not an 'unsolicited commercial communication' as per the guidelines of Telecom Regulation Authority of India (TRAI), and

• in compliance with the relevant guidelines of TRAI or such other authority in India and abroad.

The User will indemnify MILESANDMICE.COM against all types of losses and damages incurred by MILESANDMICE.COM due to any action taken by TRAI, Access Providers (as per TRAI regulations) or any other authority due to any erroneous complaint raised by the User on MILESANDMICE.COM with respect to the communications mentioned above or due to a wrong number or email id being provided by the User for any reason whatsoever.

INSURANCE

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

Insurance, if any provided as a part of the service or product by MILESANDMICE.COM shall be as per the terms and conditions of the third-party insurance company. MILESANDMICE.COM merely acts as a facilitator in connecting the User with insurance company. The User shall contact the insurance company directly for any claims or disputes. MILESANDMICE.COM shall not be held liable in case of partial acceptance or denial of the claims by the insurance company.

TCS COMPLIANCE

TCS on Overseas tour packages:

Overseas tour package' means any tour package which offers visit to a country or countries or territory or territories outside India and includes expenses for travel or hotel stay or boarding or lodging or any other expenditure of similar nature or in relation thereto.

'Specified Person' means a person defined as per provisions of Section 206CCA(3) of Income Tax Act, 1961.

The User is liable to pay Tax collected at source (TCS) on booking of an 'Overseas tour package' at an appropriate rate over and above the price charged for such package in compliance with the provisions of Section 206C (1G)(b) of the Income Tax Act, 1961. MILESANDMICE.COM will deposit the TCS amount so collected with the Government and issue appropriate document/certificate to the User in compliance with aforesaid provision.

The User is required to provide a valid PAN of User/Traveler(s) at the time of booking an overseas tour package with MILESANDMICE.COM. The User understands and agrees that MILESANDMICE.COM, at the time of booking or

at a later stage, will validate the PAN provided by the User to check compliance of provisions of Section 206CC of Income Tax Act. The User agree that in case the PAN is found to be invalid, or it does not belong to User/traveler(s), MILESANDMICE.COM has an obligation to cancel the booking in compliance with the law and process the refund as per the cancellation policy applicable to said booking.

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

COMPLIANCE OF LIBERALIZED REMITTANCE SCHEME (LRS)

The RBI mandates collection of PAN details for all transactions made under Liberalized Remittance Scheme (LRS)which include any international booking made on the Website or through Sales Channels. The User warrants and confirms that PAN details of the User/traveler will be shared by the User on or before the cut-off date prescribed by MILESANDMICE.COM either at the time of booking or after the booking is made. In case the traveler is a minor, MILESANDMICE.COM will require PAN details of the parent/guardian of such minor. The User further confirms that non-compliance of this requirement may result in cancellation of the booking.

The User warrants and confirms that the total amount of foreign exchange purchased or remitted during the current financial year, through all sources in India (including the current transaction) falls within the permissible limit prescribed by the RBI. In case the limit gets breached before the actual remittance request is approved by the AD Bank, MILESANDMICE.COM has an obligation to cancel the booking in compliance with the law and process refund as per cancellation policy applicable to said booking. The User further confirms that foreign exchange, if any, purchased by User for the purpose of international travel under the current booking will be utilized for the purpose indicated above.

The User authorizes MILESANDMICE.COM to retrieve User's/ traveler's (in case booking on someone's behalf) PAN details from Users profile, previous bookings or share User/traveller's data with third party(ies) for collecting or verifying PAN details solely for the purposes mentioned in this Agreement.

The User understands MILESANDMICE.COM does not collect User's PAN details without consent. If the User wishes to opt of providing the same or wishes to delete it if already provided, the User may do so by accessing the profile information through the Desktop.

The User authorizes MILESANDMICE.COM to share User/traveler data with third party(ies) for collecting or verifying PAN details of User/traveler.

OBLIGATION TO OBTAIN VISA

International bookings made through MILESANDMICE.COM are subject to the requirements of visa including but not limited to transit visa, OK TO BOARD which are to be obtained by the User as per the requirement of their travel bookings and the requirements of the countries the User intends to visit or transit through.

MILESANDMICE.COM is not responsible for any issues, including inability to travel, arising out of such visa requirements and is also not liable to refund any amount to the User for being unable to utilize the booking due to absence or denial of visa, irrespective whether or not the User has availed the services of MILESANDMICE.COM for the visa process too. Refund, if any, will be as per the applicable terms of booking and cancellation policy.

FORCE MAJEURE

There can be exceptional circumstances where MILESANDMICE.COM 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 MILESANDMICE.COM. If MILESANDMICE.COM 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 MILESANDMICE.COM being merely a facilitator of the services and products booked, cannot be held responsible for any such Force Majeure circumstance. The User has to contact the Service Provider directly for any further resolutions and refunds.

The User agrees that in the event of non-confirmation of booking due to any technical reasons (like network downtime, disconnection with third party platforms such as payment gateways, banks etc.) or any other similar failures, MILESANDMICE.COM's obligation shall be limited refunding the booking amount, if any, received from the customer. Such refund shall completely discharge MILESANDMICE.COM from all liabilities with respect to that transaction. Additional liabilities, if any, shall be borne by the User.

In no event shall MILESANDMICE.COM 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.

ADVERTISERS ON MILESANDMICE.COM, AND LINKED WEBSITES

The Website may contain links to third party websites. MILESANDMICE.COM does not control such websites and is not responsible for its contents. If a User accesses any third-party website, the same shall be done entirely at the User's risk and MILESANDMICE.COM shall assume no liability for the same.

MILESANDMICE.COM is not responsible for any errors, omissions or representations on any of its pages, links or any linked website pages to the extent such information is updated or provided directly by the Service Providers or the advertisers.

MILESANDMICE.COM does not endorse any advertisers on its Website, or any linked sites in any manner. The Users are requested to verify the accuracy of all information provided on the third-party web pages.

The linked sites are not under the control of MILESANDMICE.COM and hence MILESANDMICE.COM is not responsible for the contents of any linked site(s) or any further links on such site(s), or any changes or updates to such sites. MILESANDMICE.COM is providing these links to the Users only as a convenience.

RIGHT TO REFUSE

RIGHT TO REFUSAL BY MILESANDMICE.COM:

MILESANDMICE.COM at its sole discretion reserves the right to not accept any booking without assigning any reason thereof.

MILESANDMICE.COM will not provide any service or share confirmed booking details till such time the complete consideration is received from the User.

In addition to other remedies and recourse available to MILESANDMICE.COM under this User Agreement or under applicable law, MILESANDMICE.COM may limit the User's activity, warn other users of the User's actions, immediately suspend or terminate the User's registration, or refuse to provide the User with access to the Website if:

• The User is in breach of this User Agreement; or

• MILESANDMICE.COM is unable to verify or authenticate any information provided by the User; or

• MILESANDMICE.COM believes that the User's actions may infringe on any third-party rights or breach any applicable law or otherwise result in any liability for the User, other users of MILESANDMICE.COM, or MILESANDMICE.COM itself.

Once a User has been suspended or terminated, such User shall not register or attempt to register with MILESANDMICE.COM with different credentials, or use the Website in any manner whatsoever until such User is reinstated by MILESANDMICE.COM. MILESANDMICE.COM may at any time in its sole discretion reinstate suspended users.

If a User breaches this User Agreement, MILESANDMICE.COM reserves the right to recover any amounts due to be paid by the User to MILESANDMICE.COM, and to take appropriate legal action as it deems necessary.

The User shall not write or send any content to MILESANDMICE.COM which is, or communicate with MILESANDMICE.COM using language or content which is:

• abusive, threatening, offensive, defamatory, coercive, obscene, belligerent, glorifying violence, vulgar, sexually explicit, pornographic, illicit or otherwise objectionable;

- contrary to any applicable law;
- violates third parties' intellectual property rights;
- a spam; or
- in breach of any other part of these terms and conditions of use.

If the User violates any of the aforesaid terms, MILESANDMICE.COM shall be at liberty to take appropriate legal action against the User.

RIGHT TO REFUSAL BY END SERVICE PROVIDER:

User agrees that that the end service provider may refuse to provide the service(s), agreed to be provided to the User, for any booking made through MILESANDMICE.COM 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 scenarios of refusal, the liability that may ensue shall solely vest with the end service provider as it is outside the purview of MILESANDMICE.COM and the User agrees that any claim, refund or damages against such refusal shall lie solely against the end service provider and not MILESANDMICE.COM.

RIGHT TO CANCEL

The User expressly undertakes to provide MILESANDMICE.COM with correct and valid information while making use of the Website under this User Agreement, and not to make any misrepresentation of facts. Any default on part of the User would disentitle the User from availing the services from MILESANDMICE.COM.

In case MILESANDMICE.COM discovers or has reasons to believe at any time during or after receiving a request for services from the User that the request for services is either unauthorized or the information provided by the User or any of the travelers is not correct or that any fact has been misrepresented by that User, MILESANDMICE.COM

shall be entitled to appropriate legal remedies against the User, including cancellation of the bookings, without any prior intimation to the User. In such an event, MILESANDMICE.COM shall not be responsible or liable for any loss or damage that may be caused to the User or any other person in the booking, as a consequence of such cancellation of booking or services.

If any judicial, quasi-judicial, investigation agency, government authority approaches MILESANDMICE.COM to cancel any booking, MILESANDMICE.COM will cancel the same without approaching the concerned User whose booking has been cancelled.

The User shall not hold MILESANDMICE.COM responsible for any loss or damage arising out of measures taken by MILESANDMICE.COM for safeguarding its own interest and that of its genuine customers. This would also include MILESANDMICE.COM denying or cancelling any bookings on account of suspected fraud transactions.

FAKE CALLS AND OTHER SIMILAR PHISHING, SPAMMING OR FRAUDULENT ACTIVITIES

MILESANDMICE.COM's employees or authorized representatives will never contact a User asking for his/ her credit or debit card number, expiry date, CVV, net banking login, passwords, OTP etc. nor will they ever request for a fund transfer to a personal or an individual bank account. Further, they will also not ask a User to install any thirdparty applications that enable them to view a User's mobile or computer screen.

Acting on any of these requests may make you a victim of fraud, and may potentially lead to loss of your valuable money or information.

If you are ever asked for any of the aforesaid information, please report it immediately on chandradeep.negi@milesandmice.com.com.

INDEMNIFICATION

The User agrees to indemnify, defend and hold harmless MILESANDMICE.COM, its affiliates and their respective officers, directors, lawful successors and assigns 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 such indemnified persons, that arise out of, result from, or may be payable by virtue of, any breach of any representation or warranty provided by the User, or non-performance of any covenant by the User.

The User shall be solely liable for any breach of any country specific rules and regulations or general code of conduct and MILESANDMICE.COM cannot be held responsible for the same.

COVID-19 RELATED TERMS & CONDITIONS:

User agrees that due to recent outbreak of COVID-19 pandemic, which has been declared as a national disaster by the Government of India, there may be instances, where the end service provider either cancels the booking or refuses to provide the services, as agreed with the User, by assigning or not assigning any specific reason for such refusal. Refusal of service may be due to the reasons including but not limited to the User:

• exhibiting any symptoms associated with COVID 19.

• refusing to comply with safety advisories, like wearing protective gear, complying with social distancing norms etc.

- suffering of any ailment making the User vulnerable to the virus
- posing a threat to the health and safety of others

In such cases MILESANDMICE.COM will assume no liability for the refusal of service by the end service provider. The User also agrees that refund, if any, for such bookings will be processed by MILESANDMICE.COM to the User subject to receipt of the same from the end service provider.

User further understands that due to the outbreak of COVID-19, the Central Government through its ministries, State Governments and statutory bodies have/may come up with detailed set of guidelines or standard operating procedure (SOP) that a traveler will have to follow in order to undertake the travel.

The User agrees to abide with all such guidelines/SOP while undertaking any travel. Failure to abide by such detailed set of guidelines/SOP, may lead to a situation where the service provider or any person authorized by the Central Government, State Government or statutory body may disallow the User to undertake the travel. In such circumstances, MILESANDMICE.COM will not be held liable for such refusal to travel and refund, if any, shall be strictly as per the terms of the service provider.

User understands that the Central Government, State Governments and various other bodies, may mandate downloading of Arogya Setu App or submitting a self- declaration form prior to entering a transit point like airport, railway station etc. or at the time of checking-in for a flight, into a hotel etc. Accordingly, the User must ensure downloading of Arogya Setu App on their smartphones or provide any other alternate such as self-declaration when demanded.

User undertakes that all bookings are subject to certain minimum medical wellbeing criteria specified by the Govt. / appropriate authority from time to time. User should have no medical history of the COVID-19 virus 28 days before the date of scheduled travel, especially in case of inbound travel. In this regard the User may be required to furnish a medical proof or health declaration in a applicable format.

MISCLLEANEOUS

SEVERABILITY: If any provision of this User Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this User Agreement shall continue to be in full force and effect.

JURISDICTION: This Agreement is subject to interpretation as per the laws of India, and the parties shall refer any unresolved disputes to the exclusive jurisdiction of courts in Noida

AMENDMENT TO THE USER AGREEMENT: MILESANDMICE.COM reserves the right to change the User Agreement from time to time. The User is responsible for regularly reviewing the User Agreement.

CONFIDENTIALITY: Any information which is specifically mentioned by MILESANDMICE.COM as confidential shall be maintained confidentially by the User and shall not be disclosed unless as required by law or to serve the purpose of this User Agreement and the obligations of both the parties herein.

FEEDBACK FROM CUSTOMER: MILESANDMICE.COM would like to know the feedback of the Users for improving its services. The User hereby authorizes MILESANDMICE.COM to contact the User for their feedback on various services offered by MILESANDMICE.COM. Such feedback may be collected through emails, telephone calls, SMS or any other medium from time to time. In case the User chooses not to be contacted, such User shall write to MILESANDMICE.COM for specific exclusion at ops@milesandmice.com.com.

PRIVACY POLICY: User shall also refer to MILESANDMICE.COM's Privacy Policy available on MILESANDMICE.COM's website which governs use of the Websites. By using the Website, User agrees to the terms of the Privacy Policy and accordingly consents to the use of the User's personal information by MILESANDMICE.COM and its affiliates in accordance with the terms of the Privacy Policy.

GRIEVANCE REDRESSAL: MILESANDMICE.COM 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. To reach the grievance officer please use this link to submit the details. User(s) are advised to escalate to the grievance officer only when they have already raised their complaint which has not been resolved to their satisfaction, or their concern has not been resolved within 30 days from the date of ticket generation. User(s) will be required to share their booking reference number and the ticket ID generated for their complaint, for any escalations to the Grievance Officer through this link

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: Ms. Ankita Sharma

Email ID: ops@milesandmice.com Address: Miles and Mice Holidays B-23, Sector 47, Noida 201301

FLIGHT TICKETS

TERMS OF THE AIRLINES

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

MILESANDMICE.COM 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 MILESANDMICE.COM. As a facilitator MILESANDMICE.COM 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 MILESANDMICE.COM 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 ticker 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.

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

PRICING

The total price shared/conveyed 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, MILESANDMICE.COM 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, MILESANDMICE.COM shall in no way be held liable.

User understands that the information (if any) provided by MILESANDMICE.COM 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 MILESANDMICE.COM 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 MILESANDMICE.COM.

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 MILESANDMICE.COM receiving the same from the airlines. However, the convenience fee paid to MILESANDMICE.COM paid at the time of booking is a non-refundable fee.

All cancellations made directly with the airline need to be intimated to MILESANDMICE.COM, 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 MILESANDMICE.COM 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, MILESANDMICE.COM will make an appropriate charge reversal to the same credit card; like-wise if the User used a debit card, MILESANDMICE.COM 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.

HOTELS

ROLE OF MILESANDMICE.COM AND LIMITATION OF LIABILITY OF MIELSANDMICE.COM

Milesandmice.com 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 milesandmiec.com. 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. Mileandmice.com 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 Mielsandmice.com issues to a User is solely based on the information provided or updated by the hotel regarding the inventory availability. In no circumstances can milesandmice.com 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 MILESANDMICE.COM in case of denial of check-in by a hotel for any reason what-so-ever 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 milesandmice.com (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 milesandmice.com 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. Milesandmiec.com 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 milesandmice.com. 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. Milesandmiec.com 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. Milesandmiec.com 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 milesandmice.com.

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 milesandmice.com.

At the hotel's or milesandmiec.com sole discretion on case to case basis, the User may also be provided with an option to make a part payment to milesandmice.com 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 milesandmice.com with correct credit or debit card details. Milesandmice.com 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 milesandmice.com with correct credit or debit card details. Milesandmice.com 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 Milesandmice.com 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 Milesandmice.com with correct credit or debit card details. Milesandmice.com may cancel the booking at its sole discretion in case such bank or credit card details as provided by the User are found incorrect.

COACHES/CABS

DEFINITIONS

"Coach" and "Cab" as may be used in this document includes all categories of transport vehicles like Buses, sedans, hatchbacks, sport utility vehicles, multi utility vehicles, and any other vehicle meant for transporting passengers. "Coach/Cab Operator" means all the cab operators providing their vehicles alongwith their drivers;

TYPES OF COACH/CAB BOOKINGS FACILITATED BY MILESANDMICE.COM

Milesnadmice.com provides following types of options to its User(s):

•Outstation Coach/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, MILESANDMICE.COM as a facilitator connects the User with the concerned cab operator.

•Coach/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.

ROLE OF MILESANDMICE.COM AND LIMITATION OF LIABILITY

Milesandmice.com 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.

Milesandmice.com acts only acts a facilitator between the Coach/ Cab Operator and User. The transaction is always between the Cab Operator and the User.

It is the sole responsibility of the Coach/Cab Operator to ensure it has all the requisite licenses, approvals, insurance and permits from appropriate authorities required to undertake the travel booked. Milesandmice.com 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.

Milesandmiec.com 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 Coach/Cab, cancellation of the trip by the Coach/Cab Operator due to any reason whatsoever, the baggage of the User getting lost, stolen or damaged, the Coach/Cab Operator providing a different type of Coach/Cab to the User, the User waiting at the wrong boarding point, the User being dropped to nearest location by the driver of the Coach/Cab due to any unavoidable circumstances, or any act or omission of Coach/Cab Operator causing accident, loss of life to the User.

Mielsandmice.com 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 Coach/Cab Operator.

In case of break down or accident of Coach/Cab where Coach/Cab Operator has been unable to make alternative arrangement, Milesandmice.com 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 Coach/Cab Operator.

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 MILESANDMICE.COM 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, Coach/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 Coach/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. Milesandmiec.com 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 Coach/Cab Operator or milesandmice.com, the matter must be reported directly to Coach/Cab Operator or milesandmice.com, 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 Coach/Cab Operator;

• Maintain and ensure good and humble conduct with Coach/Cab Operator during the trip and on failure to do so, Operator may require such User to disembark the Coach/Cab;

• Prior to commencement of trip, check and agree with Coach/Cab Operator on dimension/weight of the luggage that can be accommodated in the boot space of the Coach/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.

THE USER SHALL NOT:

•ask Coach/Cab Operator to violate any traffic rules, or the city police or government rules or other applicable laws for any reason whatsoever;

•coerce Coach/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 expect the point of drop as provided by the User at the time of booking;

•board the Coach/Cab if he/ she is intoxicated or under influence of any drug or similar abusive substances.

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 MILESANDMICE.COM AND LIMITATION OF LIABILITY

Milesandmice.com 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.

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

Milesandmice.com 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 milesandmice.com will be limited to refund of booking amount which was received by milesandmice.com 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 milesandmice.com's User Agreement and Terms of Service.

The User will be required to present the booking / confirmation voucher issued by milesnamice.com 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.

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

VISA SERVICES

ROLE OF Milesandmice.com AND LIMITATION OF LIABILITY

Milesandmice.com 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 milesandmice.com 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 milesandmice.com accordingly to initiate the Visa application process.

milesandmice.com 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 milesandmice.com on the basis of the information provided by the respective embassy or high-commission. Milesandmice.com 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.

milesandmice.com 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 milesandmice.com 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 milesandmice.com 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 mileandmice.com, as a result of which milesandmice.com may not be able to provide the same to its customers. In such cases, milesandmice.com 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. Milesandmice.com 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. Milesandmice.com shall have no role to play in this process. Milesandmice.com 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.

milesandmiec.com 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, milesandmice.com shall take all necessary steps to ensure that the passport is safely delivered to the User. However, milesandmice.com 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 milesandmice.com.

Milesandmice.com 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. Milesandmice.com 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 milesandmice.com has no role to play in this regard. Milesandmice.com 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 application by milesandmice.com.

RESPONSIBILITIES OF THE USERS

By engaging milesandmice.com to facilitate the process of visa application, User authorizes milesandmice.com 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 milesandmice.com. The User further undertakes that the documents submitted are genuine and further the information provided by the customer is true and correct. Milesandmice.com shall bear no responsibility to verify the genuineness of the documents or the information provided.

User(s) are also required to provide to milesandmice.com all necessary and correct information, to allow milesandmice.com 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 milesandmice.com considers necessary for the purpose of processing the User's visa application.

Once milesandmice.com 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, milesandmice.com 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 milesandmice.com. Unless otherwise applied by the User, milesandmice.com will not initiate reapplication of any visa application.

In certain cases, the third-party vendor appointed by milesandmice.com 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 milesandmice.com shall remain nonrefundable.

PAYMENTS AND OTHER CHARGES

Milesandmice.com 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 milesandmice.com at the time of engaging milesandmice.com to provide the visa related services. Milesandmice.com 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 milesandmice.com beyond its regular scope of work shall be separately payable to milesandmice.com by the User.

Embassy fees, taxes, other charges which are not there under the control of milesandmice.com are subject to changes made by embassies or government authorities without prior notice to milesandmice.com, and milesandmice.com 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 milesandmice.com 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 milesandmice.com 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/ token money deposited at the time of booking by the User.

"Brochure" means catalogue, leaflet, e-mail, Contract or any other document containing the details about the itinerary and activities of a 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 Milesandmice.com AND LIMITATION OF LIABILITY

Milesandmice.com 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.

Milesandmice.com 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 milesandmice.com's independent contractors.

Milesandmice.com 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.

Milesandmice.com 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 MILESANDMICE.COM, MILESANDMICE.COM 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 milesandmice.com.

In no event shall the entire liability of milesandmice.com 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 milesandmice.com 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 milesandmice.com 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 milesandmice.com in such events will be to refund the booking amount subject to receipt from the service providers.

BROCHURE/AGREEMENT/CONTRACT

All information given in the Brochure/Contract/packages is based on the information available at the time of booking. Milesandmice.com 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 milesandmice.com.

In case milesandmice.com becomes aware of any change before the departure for an Outbound Tour, milesandmice.com will take all reasonable steps to notify the User before the departure for that Outbound Tour. In the event of milesandmice.com becoming aware of the changes post the departure for the Outbound Tour, the milesandmice.com 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. MILESANDMICE.COM 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 MILESANDMICE.COM 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 MILESANDMICE.COM.

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. Milesandmice.com 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.

Milesandmice.com 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 milesandmice.com.

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.

Milesandmice.com may, in its sole discretion, entertain the requests for special meals, room allocations subject to such requests being honored by respective service providers. Milesandmice.com 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, Milesandmice.com 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 milesandmice.com.

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

HOTELS IN THE OUTBOUND TOUR

Milesandmice.com 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. Milesandmice.com endeavors to provide details of the hotel to the User in advance vide proposed itinerary. However, milesandmice.com 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 milesandmice.com.

Milesandmice.com 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. Milesandmice,com 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. Milesandmice.com 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 milesandmice.com.

User shall be responsible for his/ her baggage and valuables. Milesandmice.com 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

Milesandmice.com 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.

Milesandmice.com 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, milesandmiec.com 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 milesandmice.com in the itinerary of the User post departure for outbound tour, milesandmice.com shall inform the User accordingly as and when such a change occurs. Milesandmice.com shall not be held responsible in any manner whatsoever for any loss that a User might suffer consequent to such a change.

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

milesandmicel.com 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, Milesandmice.com would not be held liable to refund the money paid for the same.

Milesandmice.com 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, milesandmice.com 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. Milesandmice.com 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 milesandmice.com 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, milesandmice.com will provide an alternative within reasonable time. Milesandmice.com 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.

BOOKINGS THROUGH THIRD PARTY/ TRAVEL AGENTS

In case where a travel agent through whom the Users have booked the Outbound Tour, signs the booking form for and on behalf of the User, it shall be deemed and construed that the Users have duly authorized the said travel agent to sign on their behalf. The signing of the booking form by the travel agent would be binding on the User.

If the User books with a travel agent, the contract is with the User's travel agent and MILESANDMICE.COM is a supplier to the User's travel agent.

Correct information of the contact details of the User shall be provided at the time of booking. MILESANDMICE.COM takes no responsibility for any claims arising out of non-receipt of information if the specified contact number is not reachable or does not belong to the User.

MILESANDMICE.COM takes no liability for any promises made to the User by any other travel agent authorized by the User to make bookings. All products and services are provided as per MILESANDMICE.COM Broachers or any other document provided to the User at the time of booking the tour.

In case of bookings through other travel agents, refunds (if any) will be made to the travel agent authorized by the User to make bookings.

FORFEITURE OF DEPOSITS

Milesandmice.com 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 milesandmice.com.

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, Milesandmice.com 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 milesandmice.com 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 travelling 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 milesandmice.com immediately about such rejection. Milesandmice.com 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, MILESANDMICE.COM 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 MILESANDMICE.COM. Unless otherwise applied by the User, milesandmice.com 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 signed contract will apply. In the absence of any such information, the following cancellation charges will apply:

Time period in which the cancellation is made Charges

45 days or more, prior to departure :

Between 44 and 31 days of departure :

Between 30 and 15 days of departure :

- 20% **Booking fees**
- 50% 25% of Tour Cost
- 90%
- Between 14 and 8 days of departure :
- 50% of Tour Cost
 - 95% 75% of Tour Cost

Within 7days prior to date of departure, or no-show for any reason what-so-ever: 100% 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 Milesandmice.com depends on various out bound service providers/ Independent contractors for the purpose of planning the OBT

If any cheque towards the payment is dishonored, milesandmice.com, 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 milesandmice.com 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.

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

REFUNDS

Milesandmice.com 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 milesandmice.com receiving the amount from the said service provider. User acknowledges that milesandmice.com 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 milesandmice.com. 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, milesandmiec.com 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 milesandmicec.com 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 milesandmice.com 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 milesandmice.com may offer.

In either of these cases above, the User shall not be entitled to nor milesandmice.com be liable to the User for any damage, additional expenses or consequential loss suffered by the User. Milesandmice.com'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 milesandmice.com for the booking like visa, insurance premium, and other charges as applicable from case to case, without any interest on the same.

PROMOTION & DISCOUNTS

Milesandmice.com 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 milesandmice.com, milesandmice.com 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 milesandmice.com/ 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.

milesandmice.com 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 milesandmice.com.

MISCELLANEOUS

Milesandmice.com reserves the right to withdraw tour membership of any User whose behavior is deemed likely to affect the smooth operation of the outbound tour or adversely affect the enjoyment or safety of other passengers. Milesandmice.com 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.

PAYMENT TERMS:

User agrees that apart from booking charges as charged by the Operator, Milesandmice.com may charge an additional amount in nature of convenience fee or service fee. The said additional charges covers the cost incurred by milesandmice.com towards facilitating such booking. User agrees that the said charges are strictly non-refundable in nature. User further agrees that the amount collected by milesandmice.com for any given booking is passed on to Operator and therefore, milesandmice.com 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 milesandmice.com 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 and mentioned in the signed contract.

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.