

General Terms and Conditions

The Terms and Conditions prescribed for regulation of Online Payment facilities by **Chime.Travel** Private limited.

The payment system of the bank may collect personally identifiable information, like names, postal addresses, email addresses, etc., when voluntarily submitted by our visitors. The information you provide is used to fulfill your specific request. This information is only used to fulfill your specific request, unless you give us permission to use it in another manner, for example, to add you to one of our mailing lists.

Review our payments policy in detail.

Definitions:

- **“Agent“** means any Foreign or Domestic tour operator/travel agency/person who desires to pay for the travel services which has been or will be booked as per agreed terms and condition of the invoice/contract/ email correspondence with Chime.Travel for their customers or themselves using the online payment facility over the online payment Gateway.
- **“Merchant“** means any person who owns or manages or operates the Merchant Establishment through a physical establishment and/or a website www.chime.travel
- **“Facility“** means, providing online payment facilities to Agent, who agrees to the terms and conditions set forth in this document.

These Terms and conditions form part of the contract between the agent and **chime.travel** private limited.

The provider of the Payment Gateway shall validate the Credit or debit card details & other information like address, email, and contact details provided by the Agent during the course of a transaction.

This facility shall be provided at the discretion of **chime.travel** private limited which reserves the right to add, revise, suspend in whole or in part any of the facilities provided by it, without any notice and it shall be binding on the Agent. By using the facility, the Agent shall be deemed to have accepted these Terms and Conditions.

The Agent is aware that in case of online payment over the Payment Gateway, the Agent will not physically sign the charge slips at the time of making the payment through the Payment Gateway. Accordingly, the Agent accepts that, in the event of any dispute regarding the authenticity or validity of such a payment, for any reason whatsoever, the Agent shall continue to be liable to pay the outstanding amount of **Chime.Travel** Private limited for the services booked & utilized.

Chime.Travel has no obligation to verify the authenticity of any payment made from the Agent account while using the payment facility.

Privacy Policy:

In the process of using this Website and/or executing any Instruction/ Transaction on behalf of the Agent, **chime.travel** may be privy to information relating to the Agent, including information that is of a confidential nature. **chime.travel** is strongly committed to protecting the privacy of its Agent and has taken steps to protect the information furnished to it. **chime.travel** has taken all necessary measures to protect the confidentiality of the information and its transmission under the online payment Facility.

Chime.Travel undertakes not to disclose the information provided by the Agent to any person unless acting under good faith that such action is necessary to:

- Conform to legal requirements or comply with the legal process.
- Protect and defend **chime.travel** rights or property.
- Enforce these terms and conditions.
- Act to protect the interests of the Agent.

The Agent authorizes chime.travel to exchange, share, part with all information related to the details and transaction history of the Agent to its Affiliates, banks / financial institutions/credit bureaus agencies as may be required by law or customary practice and shall not hold chime.travel liable for use or disclosure of this information.

Chime.Travel has no obligation to verify the authenticity of any payment made from the Agent account while using the payment facility.

Amendments: **chime.travel** reserves the right to add, amend, revise, suspend or cancel in whole or in part any of the online payment Facilities available through the Website, and will make its best efforts to provide appropriate notice to the Foreign Agent. Any addition, suspension, revision, amendment, cancellation, or suspension of the terms as notified on the Website may be made by **chime.travel**, by causing a notice of the same to be posted on the Website and the Agent shall be deemed to have accepted the same in the event of its executing any transaction through the Website after the addition, suspension, revision, amendment, cancellation or suspension has been notified. Distinct Destinations may introduce new services in relation to the Website from time to time. The existence and availability of the new online payment Facility will be notified on the Website, as and when they become available.

No Waiver Of Rights: A failure or delay in exercising any right, power, or privilege in respect of these Terms and Conditions will not be presumed to operate as a waiver, and a single or partial exercise of any right, power, or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

Disclaimer: Agent shall not hold **chime.travel**, responsible for any kind of incorrect details furnished by him or her during online payment made.

Rights Granted: The Agent hereby acknowledges and agrees that any rights not expressly granted herein are reserved by **chime.travel**.

- **Charges do vary for Domestic and international credit and Debit cards.
- ** Domestic corporate cards have different card transaction charges.
- ** The charges also include the 18% government service tax on the bank charges.

Cancellation: Any cancellation of services for which payment was made by the Agent using the online payment gateway is subject to the terms & conditions agreed with the Merchant.

Refund: Any payment made by the Agent using the Online payment gateway cannot be refunded under any circumstances. The un-adjusted amount, if any can be used as an advance against future services availed by the Agent for their clients or themselves.

Liability: We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time

Governing Law And Jurisdiction: The provisions of these Terms and Conditions shall be governed by and construed in accordance with Indian law. All disputes, if any, arising out of or in connection with, or because of these Terms and Conditions or otherwise relating hereto, shall be subject to the exclusive jurisdiction of the competent courts/tribunals in India only.

Severability: If any one or more of the terms and conditions mentioned here are for any reason held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining terms and conditions will be unimpaired and will remain in force and effect.