

SECONDARY PARTNER AGREEMENT

About us

Welcome to voye.in Travel Automations India Private Limited, a company incorporated under the Companies Act 2013. The company owns the rights to the domain name of its website as well as the android and iOS app voye.in.

Concerned parties

The two parties mentioned hereforth will be Camp operator, campsites, tour operator, operator, adventure clubs, trekking clubs, travel agents, suppliers, adventure parks, resorts, home stays, agents (including but not limited to), collectively referred to as **Service providers / providers**, "**We / us / our/ website**" collectively referred to as **voye.in** (registered as **voye.in Travel Automations India Private Limited**) and Shops, restaurants, hotels, adventure activities, repairer shops, merchants and advertisers (Including but not limited to) collectively referred to as "**SecondaryPartners**"

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SERVICES OR BY DOWNLOADING, POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR OTHERWISE THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICES.

Arbitration

If any dispute arises between You and **voye.in** during your use of our Website or in relation to any activity on the Website, in connection with the validity, interpretation, implementation or alleged breach of any provision of the User Agreement and all the rules and policies contained herein, the dispute shall be referred to a sole arbitrator who shall be an independent and neutral third party identified by **voye.in**. **The Arbitration & Conciliation Act, 1996**, shall govern the arbitration proceedings, which shall be in the English language. The place of arbitration shall be Kochi. Your obligations to pay the Payment Fees shall not be suspended during the same.

Jurisdiction

voye.in hereby expressly disclaims any implied warranties imputed by the laws of any jurisdiction or country other than those where it is operating its offices. **voye.in** considers itself and intends to be subject to the jurisdiction only of the **High court of Kochi, Kerala, India**

Secondary Partner Agreement

1. **voye.in** doesn't own any packages, hotels, resorts, cabs, "**Service Providers**" Shops, restaurants, hotels, adventure activities, repairer shops, merchants and advertisers (Including but not limited to) "**Secondary Partners**" or any other activities; we are a market place for local **Service Providers / Secondary Partners to connect**.
2. Listings will be made publicly available via the Services. Other customers will be able to view your services via the Services based upon the information provided in Listing. You acknowledge and agree that you are responsible for any and all Listings you provide.
3. **voye.in** does not endorse any Members or any services. In addition, although these Terms require Members to provide accurate information, we do not attempt to confirm, and do not confirm, any Member's purported identity. You are responsible for determining the identity

and suitability of others who you contact via the Services. We will not be responsible for any damage or harm resulting from your interactions with other users.

4. Secondary Partners should provide accurate, current and complete information to the said 'Website'. If any incorrect / incomplete / wrong information shared by service provider, **voye.in** holds the right to seize an account /terminate the contract at any stages like application, documentation, in BAU and subject to personal liability or criminal prosecution.
5. **voye.in** holds the power and/or reserves the right, to refuse any listing and deny the issuance of any such services for whatever reasons. We also hold the right to seize a listing without prior notice for any issue which is not in the interest of said 'Website'.
6. **voye.in** reserves the right, in its sole discretion, to terminate the contract and the related services or any portion thereof at any time, without prior notice
7. Any misbehaviour / discomfort to customers is subject to enquiry from our investigation team, and if we get considerable proofs; **voye.in** has the all rights to seize or to terminate the listing contract / business contract and the related services or any portion thereof at any time, without prior notice.
8. For any loss, injury or damage to person, property or otherwise in connection with any accommodation, transportations or other services (including but not limited to), resulting due to negligence of customer or caused by any customer act, it is member's duty to settle it before customer check out. **voye.in** and/or its subsidiaries, affiliates, officers, directors, employees, agents or suppliers and their respective successors, heirs and permitted assigns shall not be responsible for any loss, injury or damage to person, property or otherwise in connection with any accommodation, transportations or other services, resulting – directly/indirectly – from our customer and we will not pay any refund for it.
9. **voye.in** gives its users ("**Registered Customers**") the option to rate you depending on the services / experiences provided by the Secondary partner. It is sole discretion of the customer, **voye.in** is not responsible for any customer rating and we cannot remove their rating at stage of business contract.
10. **voye.in** gives its users ("**Registered Customers**") the option to write feedback about their service providers depending on the services / experiences provided by the secondary Partner. It is sole discretion of the customer and **voye.in** is not responsible for any customer feedbacks and we cannot remove their comments at stage of business contract.
11. **voye.in** shall not be responsible for any loss or damage whatsoever that may be suffered or any personal injury that may be suffered to a User or Secondary Partner directly or indirectly by use or non-use of services mentioned on **Know Your Destination** page.
12. Any reproduction or redistribution of the Software / content is expressly prohibited and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

OTHER FEATURES

From time to time, we may make other features and services available through website / app / dashboard. Such features and services may be subject to additional terms and conditions of use.

TERMINATION

voye.in, reserves the right to discontinue in whole or in part any portion of this Platform services or programs with or without notice

RELATIONSHIP

There is no agency, partnership, joint venture, or franchisor-franchisee relationship between **voye.in** and any User / Service Provider of the Platform.

FALSE INFORMATION

If at any point of time **voye.in** finds that the information provided by you in your registration or web mail is false, **voye.in** reserves the right to terminate your account.

APPLICABLE LAW AND DISPUTE RESOLUTION

If any dispute, controversy or claim arises out of, or in relation to, or in connection with this Agreement or its termination or validity, the parties shall attempt to mutually resolve the same through mediation or prosecution. **voye.in** has any obligations or liabilities in respect of all/any transaction entered into between the User and Service Provider

REPORTING

In the event of a wrong listing of a particular business by **voye.in** and requires amendment, then you may please notify the same to us in writing with following details:

GRIEVANCE OFFICER

In accordance with **Information Technology Act 2000** and the rules made there under, the name and contact details of the Grievance Officer are provided below:

Mr.VinodBalan
voye.in Travel Automations India Private Limited
GS2-Heavenly Plaza Kakkanad
Kochi 682021 Kerala, India
Contact: 1800 123 5555
E-mail: escalations@voye.in