

GENERAL TERMS AND CONDITIONS

The Terms and Conditions prescribed for regulation of Online Credit Card Payment facilities by Seagull Tours and Travels

1. Definitions:

1.1 "Foreign Agent" means any tour operator / travel agency / person who desires to pay for the ground handling services which has been/ will be booked off line as per terms and condition of the Performa invoice / contract/ email correspondence with Seagull tours and Travels for their clients / themselves using the online payment facility over the Payment Gateway.

1.2 "Merchant" means any person who owns or manages or operates the Merchant Establishment through a physical establishment and/or a website www.seagullindia.net

1.3 "Facility" means, providing online payment facilities to Foreign Agent, who agrees to the terms and condition set forth in this document. Standard of facility means, facility with reasonable care and skill. Service Hours: 24 Hrs a day.

2. These Terms and conditions form part of the contract between the foreign agent and Seagull tours and travels.

3. The provider of the Payment Gateway shall validate the Credit Card details provided by the Foreign Agent during the course of a transaction.

4. This facility shall be provided at the discretion of Seagull Tours and travels which reserves the right to add, revise, suspend in whole or in part any of the facility provided by it, without any notice and it shall be binding on the Foreign Agent. By using the facility, the Foreign Agent shall be deemed to have accepted these Terms and Conditions.

5. The Foreign Agent is aware that in case of online payment over the Payment Gateway, the Foreign Agent will not sign the charge-slips at the time of making the payment though the Payment Gateway. Accordingly, the Foreign Agent accepts that, in the event of any dispute regarding the authenticity or validity of such a payment, for any reason whatsoever, the Foreign Agent shall continue be liable to pay the outstanding amount to Seagull Tours and Travels for the services booked / utilized.

6. Seagull tours and travels has no obligation to verify the authenticity of any payment made from the Foreign Agent account while using the facility.

7. 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 as a result of this Terms and Conditions or otherwise relating hereto, shall be subject to the exclusive jurisdiction of the competent courts/tribunals in Mumbai only.

8. 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.

9. PRIVACY POLICY:

9.1 In the process of using this Website and / or executing any Instruction/ Transaction on behalf of the Foreign Agent, Seagull Tours and Travels may be privy to information relating to the Foreign Agent, including information that is of a confidential nature. Seagull Tours and travels strongly committed to protecting the privacy of its Foreign Agent and has taken steps to protect the information furnished to it. Seagull Tours and

Travels has taken all necessary measures to protect the confidentiality of the information and its transmission under the online payment Facility.

9.2 Seagull Tours and travels undertakes not to disclose the information provided by the Foreign Agent to any person, unless acting under good faith that such action is necessary to:

- Conform to legal requirements or comply with legal process;
- Protect and defend Seagull Tours and Travels's rights or property;
- Enforce this terms and conditions;
- Act to protect the interests of The Foreign Agent.

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

10. AMENDMENTS: Seagull Tours and Travels reserves the right to add, amend, revise, suspend or cancel in whole or in part any of the online payment Facility available through the Website, and will make 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 Seagull Tours and travels, by causing a notice of the same to be posted on the Website and the Foreign 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. Seagull Tours and Travels 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.

11. 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.

12. DISCLAIMER: Foreign Agent shall not hold Seagull Tours and Travels, responsible for any kind of incorrect details furnished by him or her during online payment made.

13. RIGHTS GRANTED: The Foreign Agent hereby acknowledges and agrees that any rights not expressly granted herein are reserved by Seagull Tours and Travels.

14. CHARGES : The Foreign Agent using this facility for making online payments to Seagull Tours and Travels, will be charged 2.2% for Master /visa card and 3.6% for American Express card of amount transacted on the gate way.

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

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

17. 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