

USER AGREEMENT

This User Agreement constitutes a binding contract between you, the User, and SKM IMPEX and its affiliates/groups with regard to the use of various services that are provided under the brand 'The Visa Studio'. Please carefully go through this User Agreement and the privacy policy available at www.thevisastudio.com/privacypolicy ("Privacy Policy"), which together constitute a legal agreement ("Agreement") between you and the visa studio/SKM Global Travel, before you decide to access the website or avail the services made available on the website and Website by The Visa Studio/SKM Global Travel. In addition to this Agreement and depending on the Services opted for by the User, the User shall be required to read and accept the relevant terms and conditions of service ("TOS") for each such Service, which may be updated or modified by The Visa Studio/SKM Global Travel from time to time.

NATURE AND APPLICABILITY OF TERMS

SKM IMPEX a company incorporated under the laws of India, with its principal office at Hotel Trident, Shop no.F19,2 Floor, Shopping centre, Nariman Point, Mumbai 400021, provides various visa and travel related services through its Website (www.thevisastudio.com), mobile site , Social media & offline channels including call centres and offices (collectively referred herein as "Sales Channels") Unless otherwise specified, all references to our services include the technology, content, services, and products available through the website, mobile application as well as any software that The Visa Studio provides to the user that allows them to access the Services.

b. Any person ("User") who purchases, intend to purchase, or inquiries about any product(s) or service(s) made available by The Visa Studio through any of The Visa Studio/SKM Global Travel Sales Channels agree to be governed by this User Agreement.

c. For the purpose of this agreement, users are collectively referred to as "you", or "your" and the website(s), mobile site(s) and mobile app(s) are collectively referred to as "Website".

d. You acknowledge that you will be bound by this Agreement for availing any of the Services offered by us. If you do not agree with any part of the Agreement, please do not use the website or avail any Services. e. The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but not limited to: ● the Indian Contract Act, 1872, the (Indian) Information Technology Act, 2000, and ● the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "SPI Rules"), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the "IG Rules").

ACCOUNTS AND REGISTRATION

If you provide your information to us then you agree to provide true, current, complete and accurate information, and not to misrepresent your identity. You also agree to keep Your Information current and to update Your Information if any of Your Information changes.

OUR SERVICE

a. The Visa Studio/SKM Global Travel shall provide you, visa services and other travel related services including but not limited to travel-related information, pricing, availability and reservations for airlines, hotels, tour packages, forex and other services around the world.

b. The Visa Studio/SKM Global Travel ensures that all the information provided by it is correct, but The Visa Studio/SKM Global Travel neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data or information. The Visa Studio/SKM Global Travel makes no warranty, express or implied, concerning the Website and its contents and disclaims all warranties of fitness for a particular purpose and warranties of merchantability in respect of services, including any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to any User or any other person, arising out of or from the use of any such information.

c. The Visa Studio/SKM Global Travel shall also not be responsible for changes that occurred due to human or data entry errors or for any loss or damages suffered by any User due to any information contained herein.

d. The Visa Studio/SKM Global Travel acts as an intermediary of Services on behalf of third-party service providers, it shall not have any liability whatsoever for any aspect of the arrangements between the end service provider and the User as regards the standards and rendering of services by the service providers. In no circumstances shall. The Visa Studio/SKM Global Travel be liable for the services provided by the end- service provider. The Visa Studio/SKM Global Travel is not liable for any changes, deficiencies, disputes, etc. related to the services being provided by Service Providers, including the matters related to delays in refunds or no refunds, of the fares and charges paid to Service Providers.

e. The Visa Studio/SKM Global Travel does not, by offering travel related services to particular destinations, represent or warrant that travel to such destinations is without risk, and shall not be liable for damages or losses that may result from travel to such destinations.

f. Neither shall. The Visa Studio/SKM Global Travel be responsible for the delay or inability to use/avail the Website or Services, the provision of or failure to provide services by Service Provider, or for any information, software, products, services and related graphics obtained from. The Visa Studio/SKM Global Travel, whether based on contract, tort, negligence, strict liability or otherwise.

g. The Visa Studio/SKM Global Travel shall not be held responsible for non-availability of the website during periodic website maintenance operations or any unplanned suspension of access to the services that may occur due to technical reasons or for any reason beyond. The Visa Studio/SKM Global Travel 's control. The User understands and agrees that any material and/or data downloaded or otherwise obtained from Website/The Visa Studio/SKM Global Travel is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or any other loss that results from such material and/or data.

h. The Visa Studio/SKM Global Travel reserves the right to not accept any booking or refuse to provide a service to a user without assigning any reason thereof at its sole discretion. The user also acknowledges that the end-service provider may refuse to provide the service for any booking made through The Visa Studio/SKM Global Travel 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 an event, the liability that may ensue shall solely vest with the end service provider and the User agrees that any claim, refund or damages against such refusal shall lie solely against the end service provider and not The Visa Studio/SKM Global Travel.

RESPONSIBILITIES OF THE USERS

- a. 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.
- b. 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.
- c. 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 The Visa Studio/SKM Global Travel. 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.
- d. The services are provided on an "as is" and "as available" basis. The Visa Studio/SKM Global Travel may change the features or functionality of the services being provided at any time, in its sole discretion, without any prior notice. The Visa Studio/SKM Global Travel 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 The Visa Studio/SKM Global Travel or through the services opted shall create any warranty not expressly made herein or in the terms and conditions of the services.
- e. User also authorizes The Visa Studio/SKM Global Travel 's representative to contact such user over phone, message and email.
- f. If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or The Visa Studio/SKM Global Travel has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, The Visa Studio/SKM Global Travel has the right to discontinue the Services to the User at its sole discretion.

PAYMENTS AND OTHER CHARGES

- a. The Visa Studio/SKM Global Travel does not charge any fee for Visa charges or Agency charges. The only charge is a service fee. The Visa Studio/SKM Global Travel may at its sole discretion introduce new services and modify some or all of the existing Services offered on the Website.
- b. The Visa Studio/SKM Global Travel reserves the right to charge listing fees for certain listings, as well as transaction fees based on certain completed transactions using The Visa Studio/SKM Global Travel Services. The Visa Studio/SKM Global Travel further reserves the right to alter any and all fees from time to time, without notice.
- c. The Visa Studio/SKM Global Travel shall not provide the service or share details of confirmed booking till such time the entire payment is made by the user.

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

e. Any increase in the price charged by The Visa Studio/SKM Global Travel 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.

f. In the event of a booking not getting confirmed for any reason whatsoever, The Visa Studio/SKM Global Travel will process the refund of the booking amount as per the Cancellation and Refund Policy paid by the User and intimate the User about the same. The Visa Studio/SKM Global Travel is not under any obligation to provide an alternate booking in lieu of or to compensate or replace the unconfirmed booking.

g. The User agrees and understands that all payments shall only be made to bank accounts of The Visa Studio/SKM Global Travel/SKM IMPEX. The Visa Studio/SKM Global Travel 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 The Visa Studio/SKM Global Travel/SKM IMPEX. 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 The Visa Studio/SKM Global Travel/SKM IMPEX or to any personal account of any person, The Visa Studio/SKM Global Travel/SKM IMPEX shall not be held liable for the same. User shall not hold any right to recover from The Visa Studio/SKM Global Travel/SKM IMPEX any amount which is transferred by the User to any third party.

h. 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 The Visa Studio/SKM Global Travel. The User shall immediately inform The Visa Studio/SKM Global Travel if such details are demanded by any of its agents' employees or representatives. The Visa Studio/SKM Global Travel shall not be liable for any loss that the User incurs for sharing the aforesaid details.

i. The User shall be liable to pay all applicable charges, fees, duties, taxes, levies and assessments for availing The Visa Studio/SKM Global Travel Services.

LIMITATION OF LIABILITY

a. In no event, including but not limited to negligence, shall The Visa Studio/SKM Global Travel, or any of its directors, officers, employees, agents or content or service providers (collectively, the "Protected Entities") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Website or the content, materials and functions related thereto, the Services, User's provision of information via the Website, lost business or lost End Users, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:

- provision of or failure to provide all or any service to Users contacted or managed through the Website;

- any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Website;
- any unauthorized access to or alteration of your transmissions or data; or
- any other matter relating to the Website or the Service.

b. In no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from this Agreement or a User's use of the Website or the Services exceed, in the aggregate Rs. 1000/- (Rupees One Thousand Only).

INDEMNIFICATION

The User agrees to indemnify, defend and hold harmless The Visa Studio/SKM Global Travel/SKM IMPEX 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 The Visa Studio/SKM Global Travel/SKM IMPEX that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by the User pursuant to this Agreement and/or the TOS.

FORCE MAJEURE

a. There can be exceptional circumstances where The Visa Studio/SKM Global Travel and / or the Service Providers may be unable to honour the confirmed bookings due to various reasons like act of God, labour 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 The Visa Studio/SKM Global Travel. If The Visa Studio/SKM Global Travel has advance knowledge of any such situations where dishonour 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 The Visa Studio/SKM Global Travel being merely an intermediary of the services and products booked, The Visa Studio/SKM Global Travel/SKM IMPEX cannot be held responsible for any such Force Majeure circumstance. The User has to contact the End-service provider directly for any further resolutions and refunds.

b. 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, The Visa Studio/SKM Global Travel's obligation shall be limited refunding the booking amount, if any, received from the customer. Such refund shall completely discharge The Visa Studio/SKM Global Travel from all liabilities with respect to that transaction. Additional liabilities, if any, shall be borne by the User.

c. In no event shall The Visa Studio/SKM Global Travel 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.

APPLICABLE LAW AND DISPUTE SETTLEMENT

a. You agree that this Agreement and any contractual obligation between The Visa Studio/SKM Global Travel and User will be governed by the laws of India

b. Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Website or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by The Visa Studio/SKM Global Travel/SKM IMPEX. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Mumbai. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.

c. Subject to the above Clause, the courts at Mumbai shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement your use of the Website or the Services or the information to which it gives access.

SEVERABILITY

If any provision of the Agreement is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event, the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

WAIVER

No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by The Visa Studio/SKM Global Travel. Any consent by The Visa Studio/SKM Global Travel, or a waiver by The Visa Studio/SKM Global Travel of any breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

Use Of Personal Data

We will only process (i.e., use) your personal data when the law allows us to, that is, when we have a legal basis for processing. We generally use the information to establish and enhance our relationship with our users for the following purposes:

While you make a booking:

We may use your Personal Information available with us to ease your booking process. This information may include all the data provided by you earlier i.e., contact data. We may also use the information of travellers list as available in or linked with your account. This information is presented to the User at the time of making a booking to enable you to complete your bookings expeditiously.

We may also use your Personal Information for several reasons including but not limited to:

keep you informed of the transaction status

send booking confirmations either via SMS or WhatsApp or any other messaging service

send any updates or changes to your booking(s) allow our customer service to contact you, if necessary

confirm your reservations with respective service providers customize the content of our website, mobile site and mobile app

request for reviews of products or services or any other improvements send verification message(s) or email(s)

validate/authenticate your account and to prevent any misuse or abuse

contact you on your birthday/anniversary to offer a special gift or offer

send you important notices and communications regarding our products and services availed or changes to the terms and conditions and/or policies

send information about products and services offered and its affiliates send you payment reminders and/or travel vouchers

Newsletters to keep you updated on the travel sector. In the event that you don't wish to receive such intimation, you may unsubscribe this facility in the email message you receive

We may share your personal data to third parties for reasons cited below but not limited to:

Where it is necessary to process your booking, enquiry or participation.

To fulfil the service offering and/or to make booking, reservation, blocking and any such activity initiated by user.

We may share personal data with companies who provide services such as information processing, extending credit, fulfilling customer orders, delivering products to you, managing and enhancing customer data, providing customer service, assessing your interest in our products and services, and conducting customer research or satisfaction surveys. These companies are obligated to protect your information.

We may use your personal information for Marketing Promotions, Research and other programs

As a registered user, you will receive our latest product and service announcements, offers, promotions and event updates. If you wish to unsubscribe, you can choose to do so

We may also use the personal data to improve our product offering, develop and deliver products, services, content and advertising.

Personal data may also be used internally for research, analysis and auditing

The Visa Studio/SKM Global Travel may from time to time launch promotions to give its Users an opportunity to win great travel and travel related prizes. During such activity the personal information collected by us may include contact information and survey questions. We will use such information to notify contest winners and survey information to develop promotions and product improvements.

The Visa Studio/SKM Global Travel may launch travel referral or reward programs from time to time by way of which users would win travel related rewards or other rewards. We may use your personal information to enrol you in the rewards program. Depending on the reward program, each time you win a reward, The Visa Studio/SKM Global Travel may share your personal information with a third party that will be responsible from fulfilling the reward to you. You may however choose to opt out of such reward program if you choose to do so. Here too while rewarding any user we at times may verify information of customers on selective basis for various purposes such as fraud protection or any other purpose.