

# Terms & Conditions

1. M/s Swastik International, under the laws of India ("**SWASTIK**") owns and operates through <http://tatkalmoneytransfer.com/> which offers various online travel and money remittance, ticketing related services. Swastik also operates <http://www.tatkalmoneytransfer.in/>, a business-to-business website through which it provides ticketing agencies, travel agents, tour operators, Bill Payments, mobile recharge, and such other persons (referred to individually as the "**Agent**" and collectively as "**Agents**") with an online platform to offer ticketing, recharges, bill payments, domestic money remittance services to consumers. Each Agent may utilize the Services, as per the terms contained hereunder, by using the Website or otherwise through an application programming interface ("**API**" or "**API Link**") built into such Agent's website.
2. The use of the Website, the API Links and the Services is conditional upon the Agent's acceptance and compliance with the terms of use (the terms of use and the privacy policy are collectively referred to as the "**Agreement**") and any other notices that may be made available by Swastik on the Website, through Using by "Agent". By using the Website and registering as an Agent, the concerned Agent hereby agrees that he/she/it has read the Agreement, understood the terms contained herein and agrees to be bound by such terms while utilizing the Services.
3. If the Agent is an individual, then such Agent must be 18 (eighteen) years of age or older to register, or visit the Website or use the Services in any manner. By registering, visiting the Website or using the Services, the Agent hereby represents and warrants to Swastik that he/she is 18 (eighteen) years of age or older, and that he/she has the right, authority and capacity to use the Services and agrees to abide by this Agreement. If the Agent is using the Services on behalf of another organization or entity ("**Organization**"), then such Agent hereby agrees to be bound by the Agreement on behalf of that Organization and the Agent hereby represents and warrants that he/she has the authority to bind the Organization to this Agreement. In that case, the "**Agent**" under this Agreement refers to the concerned Organization.
4. All rights and liabilities of Swastik with respect to any Services to be provided by Swastik shall be restricted to the scope of the Agreement. In addition to the Agreement, the Agent shall also ensure compliance with the terms and conditions of the third parties, whose links are contained/embedded in the Services, with whom the Agent chooses to transact with. It is hereby clarified that Swastik shall not be held liable for any transaction between Agent and any such third party.

## Swastik's Obligations

1. Swastik shall maintain a unique ID referred to as "AGN NO **Account**" system for all Agents ("**Unique Identification Code**"). Swastik shall provide a login and password to the Agent (linked to the Unique Identification Code), upon the completion of the registration process and upon the payment of applicable fee by the Agent, conferring upon such Agent a limited and non-transferrable right to use the Services. Swastik shall not provide any payment gateway facilities to the Agent, and the Agent shall collect payments directly from its own customers.
2. Swastik undertakes not to disclose or divulge the Agent's personal information to any third party without obtaining the prior consent of such Agent.
3. Swastik shall employ all reasonable endeavours to check the accuracy of the information published on the Website.

## Site and Its Contents

4. This Site is only for your personal use. You shall not distribute, exchange, modify, sell or transmit anything you copy from this Site, including but not limited to any text, images, audio and video, for any business, commercial or public purpose.

As long as you comply with the terms of these Terms and Conditions of Use, Swastik grants you a non-exclusive, non-transferable, limited right to enter, view and use this Site. You agree not to interrupt or attempt to interrupt the operation of this Site in any way.

Access to certain areas of the Site may only be available to registered members. To become a registered member, you may be required to answer certain questions. Answers to such questions may be mandatory and/or optional. You represent and warrant that all information you supply to us, about yourself, and others, is true and accurate.

5. The Agent acknowledges that Swastik shall not be a party to or be liable in any manner, in respect of the Services or for any transactions between the Agent and the end consumer.
6. The Agent shall be solely responsible for maintaining the confidentiality of its password.
7. The Agent shall issue tickets, bill payment, mobile recharge and domestic money transfer, using the Services, at the prevailing prices published by Swastik on the concerning Website.
8. The Agent shall provide/submit accurate information for all passengers/customers travelling against each booking/reservation made by the Agent. Swastik shall not be responsible in any manner for any loss or inconvenience caused, if the Agent fails to provide any requisite information or provides any inaccurate information about his/its customers.
9. The Website may contain links to other websites ("**Linked Sites**"). The Linked Sites are not under the control of Swastik and Swastik is not responsible for the contents of any Linked Site, including without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. Swastik is not responsible for any form of transmission, whatsoever, received from any Linked Site. Swastik is providing these links to the Agent only as a convenience, and the inclusion of any link does not imply endorsement by Swastik of the site or any association with its operators or owners, including the legal heirs or assigns thereof.
10. The Agent shall be responsible for dispatch/delivery of the tickets, vouchers, passenger name record (PNR) etc. (wherever applicable) directly to his/its customers accompanied with the required delivery challans and all other relevant documents as required under the applicable statutory and governmental regulations.
11. The Agent shall at all times be in compliance with applicable law while utilizing the Services.

## Non-Disclosure

1. An Agent shall not at any time, without procuring the prior written permission of Swastik disclose or disseminate to any person any confidential information in connection with the business, rates, policies, plans, packages, commission schemes, and such other information of Swastik unless such disclosure is made to employees, representatives or advisers who need to know such information for the purposes of carrying out the Agent's obligations under this Agreement and as may be required by law, court order or any governmental or regulatory authority.

## Terms of Payment

1. The terms of payment between Swastik and the Agent (including commission payable, taxes, rebates, agency registration fee) shall be mutually agreed.

## Use of Services

1. All bookings, cancellation, refunds, charges etc. of the Services shall be governed by the terms and conditions of the respective third party supplier (such as the airline/hotel/bus operator, bank/supplier including the payment gateway service providers) ("**Suppliers**"). Further, any refund amount to be processed, the period within which such refund is to be made and all related actions shall be as per the terms of the relevant Supplier. Swastik shall not, in anyway, be responsible for processing any refunds.
2. Any reservation/booking by an Agent is contingent upon Swastik receiving the applicable fees/consideration/fares in its account and unless such monies have been credited into Swastik's account, it shall be under no obligation to issue the relevant tickets, reservation confirmation, PNR or such other confirmations in connection with the reservation/booking.
3. In the event any reservation using the Services does not get confirmed for any reason whatsoever such as technical faults, downtime, etc., Swastik shall forthwith notify the Agent about the same. However, Swastik shall not be under any obligation to make another booking in lieu of or to compensate/replace the unconfirmed reservation. All subsequent bookings shall be treated as a new transactions without any reference to the earlier unconfirmed reservation.
4. Prices of the services provided by each Supplier may change during the course of making a booking/reservation using the Services. Such change/variation is solely at the discretion of the Supplier and Swastik shall not be liable for any such change or variation in the price of products and services offered by such Suppliers.
5. Swastik may, at any time and without having to serve any prior notice to the Agent, (i) upgrade, update, change, modify, or improve the Services or a part of the Services in a manner it may deem fit, (ii) change any promotion scheme, promotion period, grace period (by whatever name it is called) and (iii) change the contents of the Agreement. It is the Agent's responsibility, in such cases, to review the terms of the Agreement from time to time. Such changes shall be made applicable when they are posted. Swastik may also alter or remove any content from its Website without notice and without liability.

## Liability

1. The Agent hereby acknowledges and agrees that Swastik provides intermediary services and is not, and shall not be deemed to be a Supplier, and therefore may not be held responsible in any way for any lack or deficiency of services provided by the Suppliers. Therefore, Swastik is not liable for any errors, omissions, representations, warranties, breaches or negligence of any of the Suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting there from.
2. The Agent assumes all responsibility and all risks associated with the use of the Website and the Services. Swastik disclaims any liability for any direct or indirect loss resulting from the use of the Services.
3. Swastik shall have no liability in the event of any delay, cancellation, overbooking, strike, force majeure events or other causes beyond its direct control, and shall have no responsibility for any additional expenses incurred by the Agent in connection with the same.
4. Swastik shall not be liable to the Agent, or any other party claiming for the Agent, by virtue of termination of this Agreement for any reason whatsoever, for any claim for loss of profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the Agent or any other party in connection with their business made in reliance upon or by virtue of this Agreement.

5. Swastik shall not be liable for any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the inability to use or performance of the Websites, or the Services.
6. Although Swastik makes every effort to ensure that the description and content on each page of the Website is correct, it does not, however, take responsibility for any changes occurred due to human, data entry errors or for any loss or damages suffered by any person due to any information contained herein.
7. Swastik shall not be responsible to provide any updates on schedules, availability, cancellations, and modifications to the services provided by the Suppliers.
8. The maximum liability of Swastik, in respect of any Services provided, shall be limited up to a maximum of INR 1,000 (Indian Rupees One Thousand only).

### **Term and Termination**

1. The Agent agrees, during the term and after the termination date, that in case of non-payment on due dates (as may be mutually agreed upon), Swastik reserves the right to suspend the Services until all dues have been paid in full by the Agent.
2. This Agreement shall become effective on and from the date of the Agent completing the registration process and being allotted a Unique Identification Code/Login ID, and shall continue to be in operation unless otherwise terminated by either party in accordance with the provisions of the Agreement.
3. The Agent may terminate this Agreement by providing 15 days' notice to Swastik.
4. Swastik may terminate the Agreement and/or discontinue the provision of any Services at any time for any reason, including any improper use of the Website or the Agent's failure to comply with the terms and conditions of this Agreement. Such termination shall not prejudice any right of relief to which Swastik may be entitled to, at law or in equity.
5. With immediate effect from the date of termination, the Agent shall cease to use the Services and shall immediately deliver to Swastik, in accordance with the directions of Swastik, all documents and other property (including, without limitation, financial and statutory records) belonging to Swastik (insofar as such property and information was obtained in pursuance of the performance of services under this Agreement).

### **Cancellation Policy**

For domestic flights cancellation request will be accepted upto 3 hours before departure.

For international flights we require the cancellation request 5 hours before departure.

- Scan copy of the ticket will be required in case if flight gets cancelled or delayed by more than 2 hours for domestic flights.
- Air Asia, Air Arabia, Tiger Airways tickets are fully non refundable and no refund will be issued against the cancellation of such tickets.
- In case of partial cancellation the refund process takes up to 90 days depending upon the airlines.

**Refund Policy**

1. The refund amount in case of any cancellation will be refunded within one week, in case of no show the refund will be processed only after we get refund from the airlines, after deducting the airline cancellation charges and Swastik's service charge. The amount will be refunded in the form of e-money (limit) in your portal, the refund amount will not be deposited directly in your bank account, debit/credit card.

**Dispute Resolution**

These terms and conditions are governed by and shall be construed in accordance with the laws of the Republic of India and any dispute shall exclusively be subject to the jurisdiction of the appropriate Courts situated at Jhansi, Uttar Pradesh, India.

**Severability**

If any provision of this 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 Agreement shall continue to be in full force and effect.

**Governing Law**

This Agreement and any contractual obligation between Swastik and the Agent will be governed by the laws of India, subject to the exclusive jurisdiction of courts at Jhansi, Uttar Pradesh.