

## **REFUND AND RETURN POLICY**

- Abenezzer Sada Private Limited (SadaBharat) serves as a mediator and is reliant on receiving the refund amount from the respective service provider or independent contractors in order to process any refunds. This applies to services not provided by the service provider or independent contractors or for any other valid reasons for a refund.
- The User acknowledges that Abenezzer Sada Private Limited (SadaBharat) cannot be held responsible for any delays in receiving a refund or the non-refund of the amount from the service provider or independent contractors. In such cases, the User should directly contact the respective service provider for any refund claims.
- The refund procedure and timeframe may vary depending on the specific terms and conditions set by the service provider or independent contractors. Users are advised to carefully review the refund policy and terms of the respective service provider or independent contractors for detailed information.
- All refund requests must be submitted in writing to Abenezzer Sada Private Limited (SadaBharat) through the designated contact channels provided on the application or in the booking confirmation. The refund request will be processed according to the terms and conditions specified by the service provider or independent contractors.
- Users are responsible for providing accurate and complete information required for the refund process. Any delays or failure to comply with providing the necessary details may impact the refund process.
- Disputes or claims related to refunds will be subject to the applicable laws and jurisdiction as outlined in the User Agreement between the User and Abenezzer Sada Private Limited (SadaBharat).
- To initiate a refund, the User must submit a written refund request to Abenezzer Sada Private Limited (SadaBharat) through the designated contact channels provided on the application or in the booking confirmation.
- The refund request will be processed based on the terms and conditions of the service provider or independent contractors.
- If you cancel your booking or service request at least 72 hours before the scheduled date, you will be eligible for a 100% refund of the total amount paid.
- If you cancel within 48 hours but before 72 hours of the scheduled date, you will be eligible for a 50% refund of the total amount paid.

- If you cancel within 24 hours of the scheduled date, no refund will be provided.
- Please note that this Return and Refund Policy applies specifically to the cancellation of services. For any specific refund policy related to a service or product, please refer to the terms and conditions provided by the respective service provider or independent contractors.

If you have any further questions or require assistance regarding our Return and Refund Policy, please contact our customer support team.

# TERMS AND CONDITIONS POLICY

Please read the following terms and conditions policy carefully before registering, accessing, browsing, downloading, or using any of the platforms owned and operated by **Abenezer Sada Private Limited**.

This User Agreement, along with the Terms of Service, applies to the use of services and products provided by **Abenezer Sada Private Limited** ("Abenezer Sada") and its brand name **SadaBharat**, collectively referred to as "the Company."

Any individual ("User") who inquiries about or purchases products or avails services from the Company through its Sales Channels, including applications, mobile applications, salespersons, offices, call centers, branch offices, franchisees, or agents, agrees to be bound by this User Agreement. The Company's applications and mobile applications are collectively referred to as the "Application."

In this User Agreement, both the User and the Company are individually referred to as a "Party" and collectively referred to as the "Parties."

The "Terms of Service," available on the Company's application, outline the specific terms and conditions applicable to various services or products offered by the Company. The User must refer to the relevant Terms of Service that apply to the specific product or service they have booked. These Terms of Service are binding on the User.

By using the Company's services or products, the User acknowledges and agrees to comply with this User Agreement and the applicable Terms of Service.

## **ELIGIBILITY TO USE**

To become a User and use the services of Abenezer Sada Private Limited ("Abenezer Sada") under the brand name SadaBharat, the User must be at least 18 years of age and possess the legal authority to enter into an agreement. If the User is a minor or below the age of 18, they are not permitted to register as a User, transact on the Application, or use the services of Abenezer Sada.

If a minor wishes to use or transact on the Application, such use or transaction must be made by a person of legal contracting age, such as a legal guardian or parents. Abenezer Sada reserves the right to terminate the User's membership and/or block access to the Application if it is discovered that the User is a minor or is incompetent to contract according to the law, or if any information regarding the User's age provided at the time of creating an account is found to be false.

Before using the Application, approaching any Sales Channels, or procuring the services of Abenezer Sada, Users are required to read and understand this User Agreement. By using the services of Abenezer Sada, Users are deemed to have accepted this User Agreement as a binding document that governs their dealings and transactions with Abenezer Sada. If the User does not agree with any part of this Agreement, they must not avail Abenezer Sada's services and must not access or approach the Sales Channels of Abenezer Sada.

All rights and liabilities of the User and Abenezer Sada with respect to any services or products facilitated by Abenezer Sada are limited to the scope of this User Agreement.

### **LIMITED LIABILITY OF SADABHARAT**

Abenezer Sada Private Limited ("Abenezer Sada") operating under the brand name SadaBharat acts as a facilitator by connecting the User with respective service providers such as hotels, restaurants, etc. ("Service Providers"). Unless explicitly stated otherwise, Abenezer Sada's liability is limited to providing the User with a confirmed booking as selected by the User.

Any issues or concerns faced by the User while availing of such services shall be the sole responsibility of the Service Provider. Abenezer Sada will not be liable for any acts, omissions, errors, representations, warranties, breaches, or negligence on the part of any Service Provider.

Unless explicitly committed by Abenezer Sada as part of a specific product or service:

- Abenezer Sada assumes no liability for the standard of services provided by the respective Service Providers.

- Abenezer Sada provides no guarantee regarding the quality or fitness of services as represented.
- Abenezer Sada does not guarantee the availability of any services listed by a Service Provider.

By making a booking, the User understands that Abenezer Sada merely provides a technology platform for booking services and products, and the ultimate liability rests with the respective Service Provider, not Abenezer Sada. Therefore, the ultimate contract of service is between the User and the Service Provider.

The User further understands that the information displayed on the Application regarding any service is provided by the Service Provider. Abenezer Sada cannot be held liable if the information provided by the Service Provider is found to be inaccurate, inadequate, obsolete, or in contravention of any laws, rules, regulations, or directions in force.

Limited Liability Clause for Abenezer Sada Private Limited (SadaBharat): Abenezer Sada Private Limited (SadaBharat) shall not be liable for any issues, damages, losses, or liabilities arising from the acts, omissions, errors, representations, warranties, breaches, or negligence of the Service Providers. Abenezer Sada's liability is limited to providing a confirmed booking as selected by the User, and Abenezer Sada assumes no liability for the standard, quality, fitness, or availability of services provided by the Service Providers. The ultimate contract of service is between the User and the Service Provider. Abenezer Sada cannot be held liable for any inaccuracies, inadequacies, obsolescence, or contravention of laws in the information provided by the Service Provider.

### **USER'S RESPONSIBILITY**

User Responsibility Clause for Abenezer Sada Private Limited (SadaBharat):

- Users of Abenezer Sada Private Limited's services under the brand name SadaBharat are advised to carefully review the description of services and products before making a booking. By making a booking, Users agree to be bound by all the conditions contained in the booking confirmation or as outlined in the confirmed membership packages. These conditions are to be read in conjunction with the User Agreement/ Terms and conditions.

- If a User intends to make a booking on behalf of another person, it is the User's responsibility to inform that person about the terms of the User Agreement/ terms and conditions, including all applicable rules and restrictions.
- The User undertakes to comply with all procedures and guidelines, as modified from time to time, in connection with the use of services available through SadaBharat. The User further undertakes to comply with all applicable laws, regulations, orders, directions, etc., issued by the Central Government, State Government, District Authorities, or any other empowered statutory body in relation to the use of services or for each transaction.
- The services provided by SadaBharat are offered on an "as is" and "as available" basis. SadaBharat may change the features or functionality of the services at any time, in its sole discretion as per the decision and availability of service by the service provider, without prior notice. SadaBharat expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. No advice or information obtained from SadaBharat or through the opted services shall create any warranty not expressly stated herein or in the terms and conditions of the services.
- The User authorizes representatives of SadaBharat to contact them via phone, messages, and email. This consent supersedes any preferences set by the User through the national customer preference register (NCPR) or any similar preferences.

#### **SECURITY AND ACCOUNT-RELATED INFORMATION**

- While registering on the SadaBharat application, the User must choose a password to access their account. The User is solely responsible for maintaining the confidentiality of their password and account, as well as for all activities conducted on the account. It is the User's duty to immediately notify SadaBharat in writing of any unauthorized use of their password or account or any other security breach. SadaBharat will not be liable for any loss incurred by the User due to unauthorized use of their password or account, whether or not the User was aware of such use. The User must not use anyone else's account at any time.

- The User acknowledges that any information provided on the SadaBharat application may be read or intercepted by others due to security breaches on the User's end.
- SadaBharat ensures that all data related to credit cards, debit cards, bank information, etc., is stored securely (for temporary use) and encrypted in compliance with applicable laws and regulations. However, in cases of fraud detection or offering bookings on credit, SadaBharat may verify certain User information, such as credit scores, as required.
- Additionally, SadaBharat may share Personal Information in an anonymized and/or aggregated form with third parties engaged to perform specific tasks on its behalf, including but not limited to payment processing, data hosting, data processing, credit scoring, and creditworthiness assessment for offering bookings on credit, in accordance with applicable laws.
- SadaBharat adopts industry-standard security measures to protect User information. However, SadaBharat cannot guarantee that there will never be any security breaches that may impact User information.
- User data available with SadaBharat may be shared with law enforcement agencies for lawful purposes or investigations without the User's consent.

## **FEES AND PAYMENT**

- In addition to the cost of booking charged by the Service Providers, SadaBharat reserves the right to charge convenience fees or service fees. SadaBharat also reserves the right to modify these fees from time to time. Any additional fees, including modifications, will be displayed to the User before confirming the booking or collecting payment.
- If there is a short charging of the booking amount, taxes, statutory fees, convenience fees, etc., due to technical errors or other reasons, SadaBharat reserves the right to deduct, charge, or claim the balance amount from the User. The User must pay the balance amount to SadaBharat. In cases where the short charge is claimed before utilizing the booking, SadaBharat may cancel the booking if the amount is not paid before the utilization date.
- Any increase in the price charged by SadaBharat due to changes in tax rates or the imposition of new taxes or levies by the government will be borne by the

User. Such changes may occur without prior notice and could be retrospective, but will always be in accordance with applicable laws.

- If a booking is not confirmed for any reason, SadaBharat will process a refund of the booking amount paid by the User and inform the User accordingly. SadaBharat is not obligated to provide an alternate booking or compensate for the unconfirmed booking. Subsequent bookings will be treated as new transactions. Any applicable refund will be processed as per the defined policies of the service provider and SadaBharat.
- The User is responsible for all charges, fees, duties, taxes, and assessments arising from the use of the service, in accordance with applicable laws.
- The User agrees to make all payments only to the bank accounts of SadaBharat. SadaBharat, its agents, representatives, or employees will never ask the User to transfer money to any private account or to an account not held in the name of SadaBharat. If the User transfers any amount against a booking or transaction to an account not legitimately held by SadaBharat or to any personal account, SadaBharat will not be held liable.
- The User must not share personal sensitive information such as credit/debit card number, CVV, OTP, card expiry date, user IDs, passwords, etc., with anyone, including agents, employees, or representatives of SadaBharat. The User must immediately inform SadaBharat if such details are demanded by any of its agents, employees, or representatives. SadaBharat will not be liable for any loss incurred by the User due to sharing such information.
- Refunds, if applicable, for cancelled bookings will be processed to the respective account or banking instrument (credit card, wallet, etc.) used for the payment.
- Bookings made through SadaBharat are subject to the applicable cancellation policy as set out on the booking page or communicated to the customers in writing.
- SadaBharat offers various payment modes on the application, including UPI, credit/debit cards from various banks, net banking facilities of major banks, SadaBharat and third-party wallets, gift cards, EMI options, and more.

### **CANCELLATION CHARGES**

- If the Outbound Tour is cancelled for any reason, including cases of visa rejection or voluntary cancellation by the User, the cancellation charges mentioned in the brochure or the itinerary will apply. In the absence of such information, the following cancellation charges will apply:
  - If cancellation is made by you 72 hours before the Check-in date, so 100% of the booking amount will be refunded after deducting necessary service charges.
  - If cancellation is made by you 48 hours before the Check-in date, so 50% of the booking amount will be refunded after deducting necessary service charges.
  - If cancellation is made by you 24 hours before the Check-in date, so no amount will be refunded.

Note: The above cancellation charges are subject to change and may vary depending on the specific package or itinerary. The User is advised to refer to the terms and conditions provided for the applicable cancellation charges.

- Please note that the cancellation charges mentioned above are in addition to any cancellation fees or charges imposed by hotels, or other service providers, which will be borne by the User.
- In case of cancellation, the User may also be eligible for a refund as per the refund policy of Abenezzer Sada Private Limited (SadaBharat). The refund policy will be communicated to the User at the time of booking or as provided in the tour package terms and conditions.
- It is recommended that the User carefully review the cancellation policy, terms, and conditions, as well as any applicable fees or charges before making a booking. By proceeding with the booking, the User agrees to abide by the cancellation policy of Abenezzer Sada Private Limited (SadaBharat) for the respective packages or services.
- The User understands and acknowledges that cancellation charges are applied to compensate Abenezzer Sada Private Limited (SadaBharat) for the costs and expenses incurred in relation to the booking, including administrative costs, reservation costs, and loss of opportunity to offer the booking to other customers.

- Any cancellation requests should be made in writing to Abenezzer Sada Private Limited (SadaBharat) through the designated contact channels as provided on the application or in the booking confirmation. The cancellation will be processed based on the date of receipt of the written request.
- It is the responsibility of the User to ensure that the cancellation request is received and acknowledged by Abenezzer Sada Private Limited (SadaBharat). The User may be required to provide relevant booking details and identification information for verification purposes during the cancellation process.
- Refunds, if applicable, will be processed as per the refund policy of Abenezzer Sada Private Limited (SadaBharat) and will be credited to the original payment method used for the booking, unless otherwise specified.
- Any disputes or claims arising out of or in connection with cancellations shall be governed by the applicable laws and jurisdiction as specified in the User Agreement between the User and Abenezzer Sada Private Limited (SadaBharat).

## **REFUNDS**

- Abenezzer Sada Private Limited (SadaBharat) acts as a facilitator and any refund for services not delivered by the service provider or independent contractors, or for any other valid reason entitling the User to a refund, is subject to Abenezzer Sada Private Limited (SadaBharat) receiving the refund amount from the respective service provider or independent contractors.
- The User acknowledges that Abenezzer Sada Private Limited (SadaBharat) shall not be held liable for any delay in a refund or non-refund of the amount from the service provider or independent contractors. In such events, the User shall directly approach the respective service provider for any refund claims.
- The refund process and timeline may vary depending on the specific terms and conditions of the service provider or independent contractors. The User is advised to review the refund policy and terms of the respective service provider or independent contractors for detailed information.
- Any refund requests should be made in writing to Abenezzer Sada Private Limited (SadaBharat) through the designated contact channels as provided on the application or in the booking confirmation. The refund request will be

processed based on the terms and conditions of the service provider or independent contractors.

- It is the responsibility of the User to provide accurate and complete information required for the refund process. Any delay or non-compliance in providing the necessary details may affect the refund process.
- Any disputes or claims arising out of or in connection with refunds shall be governed by the applicable laws and jurisdiction as specified in the User Agreement between the User and Abenezar Sada Private Limited (SadaBharat).

### **COMMUNICATION**

By accepting the term and conditions, you accept the following;

- We may communicate with you on the contact information that you may have provided to Us during the course of your engagement, including but not limited to signup, transacting, or availing any third-party products or services on our application.
- We will make our best efforts to provide communication alerts via emails or SMS or push notifications or other progressive technology.
- You also agree that there can be disruption in communications due to factors that are not under Our control, including but not limited to Your Phone being switched off, incorrect email address, and network interruptions.
- You agree not to hold us liable for non-delivery for any alert or any loss suffered by you due to delay distortion or failure of communication.
- You further acknowledge that you are responsible for the information and contact details shared with Us and shall update us on any change in your contact details.
- You authorize Us to contact you and communicate with you for any of our Services. We may use third-party service providers to send alerts or communicate with you.
- You authorize our application to override the DND settings to reach out to you over calls, SMS, emails, and any other mode of communication.

### **INTELLECTUAL PROPERTY RIGHTS**

- You agree that all materials, products, and services provided on the application including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights and are the property of **SADABHARAT** and its affiliates, directors, officers, employees, agents, suppliers, or licensors including all copyrights, trade secrets, trademarks, patents, and other intellectual property. You further agree that you will not reproduce, republish, upload, post, transmit, distribute, or redistribute our intellectual property in any way, including electronic, digital, or new trademark registrations.
- All those Intellectual Property rights arising as a result of domain names, the internet, or any other right available under applicable law shall vest in the domain of our application as the owner of such domain name. The Parties hereto agree and confirm that no part of any Intellectual Property rights mentioned hereinabove is transferred in the name of User and any intellectual property rights arising as a result of these presents shall also be in the absolute ownership, possession, and Our control or control of its licensors as the case may be.
- All rights, interests, and titles in the Products, Information, and the Platform itself, its layout, trademarks, copyrights, content, information, images, illustrations, graphics, video clips, text, databases, utility models, underlying technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, underlying codes and algorithm, mask works, moral rights, trade secrets, database rights patent, rights of publicity, trademarks, service marks, logos and designs, data analysis, data models, data sets, formulae and processes, and any upgrades, fixes, improvements or modifications thereto (“Intellectual Property”), vests with us or our associates unconditionally and constitutes our exclusive Intellectual Property.
- You understand that without the prior written consent of the owner, modification of the materials, use of the materials on any other platform or networked computer environment, or use of the materials for any purpose other than personal including but not limited to duplication, distribution, create a derivative of works, display, extraction of the source code of the Platform, translating the Platform, or any other non-commercial or commercial use is a violation of the copyrights, trademarks, and other proprietary rights, and is

prohibited. You may not use or display any such trademarks, service marks, logos, trade names, or designs owned by **SADABHARAT** or its third-party licensors without prior written consent. In the event that you create any derivative works using our Intellectual Property without our explicit written permission then we shall have all ownership and beneficial rights in such derivative work free of charge.

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless **SADABHARAT** its affiliates, employees, officers, directors, owners, licensee, and partners from and against all actions, claims, liabilities, damages, losses, costs, expenses, or fees including without limitation legal fees and expenses, arising out of, or in connection with;

- Your breach of this Terms of Use, Privacy Policy, and other Policies, or
- Your violation of any applicable law, rules, or regulations or the rights including but not limited to intellectual property rights, payment of statutory dues and taxes, fraudulent transactions, or other rights.
- any negligence by you or any of your agents, employees, licensees, contractors, or Customers;

We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with us. This clause shall survive the expiry or termination of these Terms.

## **LIMITATION OF LIABILITY**

- In no event will **SADABHARAT** or our directors, officers, employees, affiliates, contractors, agents, licensors, partners, importers, or suppliers be liable for any indirect, consequential, incidental, special, or punitive damages, including without limitation damages for loss of business opportunities, loss of profits or revenues, business interruption, loss of data or loss of other economic interests, whether in contract, negligence, tort or otherwise, arising out of or relating to this agreement, use of or inability to use the Services or any reference application/application/link, however, caused and whether arising in contract, tort, negligence, warranty or otherwise, exceed the amount paid by You, if any, for using the Services through application giving rise to

the cause of action or beyond or in excess Rs. 1,000/- (One Thousand Rupees) whichever is less.

- Subject to the maximum extent permitted by law, we shall not be responsible for any direct, indirect, special, incidental, or consequential loss, injury, or damages resulting from breach of any warranty, guarantee, or any other condition under any other legal theory including loss of revenue, loss of profits, loss of reputation or goodwill arising from the use of the Products offered by us through our platform.
- Under no circumstances will we, our directors, investors, shareholders, employees, representatives, or affiliates be liable for such Information or any consequences thereof.

### **RESTRICTIONS AND USE**

- You take complete responsibility for any information that you upload, post, email, or otherwise make available to us on the Platform for any purpose, including but not limited to Product reviews, and we do not assume any responsibility for such information.
- You agree and undertake that by using the Platform (any/ all the platforms owned and operated by us) you shall not engage in or encourage or assist others to:
  - Use the Platform or any content for any purpose or in any manner that is illegal or prohibited by these Terms or under any applicable laws;
  - Use the Platform for any harmful or nefarious purpose;
  - Use the Platform in order to cause any kind of damage to us in any form or manner whatsoever;
  - Spam or defraud any users of the Platform or any potential users thereof;
  - Impersonate any person or entity on the Platform;
  - Be disrespectful or unkind while interacting or communicating with any of our representatives;
  - Use the Platform or any content thereof in any manner that violates or infringes anyone's rights, including rights of publicity, privacy, copyright, trademark, or other intellectual property or contractual rights;

- Use the Platform in any manner that may amount to hate speech, threatening, sexually explicit or pornographic, incites violence, or contains nudity or graphic or gratuitous violence;
- Use the Platform in any manner that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual;
- Solicit passwords for any purpose, or personal information for commercial or unlawful purposes from other users or disseminate another person's personal information without his or her permission;
- Use another user's account, or share an account with another user;
- Create another account if we have already terminated your account unless you have our permission;
- Use the Platform or the content thereof immediately for any commercial purposes, except as provided for under these Terms, without our written consent;
- Copy, reproduce, duplicate, stream, capture, access through technology or means other than those provided on the Platform, perform, transfer, sell, resell, download, upload, archive, license to others, edit, modify, manipulate, create derivative works from or based upon (including, without limitation, product images, greeting cards, other merchandise), publish, republish, post, transmit, publicly display, frame, link from or to, distribute, share, embed, translate, decompile, reverse engineer, incorporate into any hardware or software application, use for commercial or non-commercial purposes, or otherwise use or exploit the Platform and/or content thereof in any manner that is not permitted under these Terms;
- Express or imply that any statements you make are endorsed by us.

If you do or attempt any such acts, we may terminate your use of the Platform. We may also report such actions to the appropriate law enforcement authorities and commence legal proceedings against you.

## **TERMINATION**

- You agree that **SADABHARAT** at its sole discretion may terminate, suspend, restrict, or modify your user account, registration with, or access to all parts of the application/application, without prior notice, at any time and for any reason. Any suspected fraudulent, abusive, or illegal activity may be referred

to appropriate law enforcement authorities We determine that You have violated the terms of use and You agree that in case we suffer losses, not limited to monetary losses, due to Your actions, we can take injunctive relief or any other legal action as deemed necessary within the said circumstances and we are not liable for any loss to You due to termination. Upon termination for any reason, you agree to delete or deactivate the User account and immediately stop using our application.

- You understand that these Terms will be effective until terminated by us or you. We reserve the right, at any time, to:
- discontinue or modify any aspect of the Platform, Products;
- terminate these Terms and your use of the Platform, Products with or without cause;

#### **DISPUTE, GOVERNING LAW, AND JURISDICTION**

- These Terms and Conditions shall be governed by and construed in accordance with the laws of the land.
- All dispute, controversy, or claim in relation to any Services provided by us on our application, including any question regarding the existence, validity, or termination of these terms and conditions (hereinafter **Dispute**), the parties shall use all reasonable endeavors to resolve such Dispute amicably.
- You agree that any claim or dispute You may have against **SADABHARAT** must be resolved by a court having jurisdiction at the registered place to operations of **SADABHARAT**
- The appropriate courts and forums having jurisdiction in the registered place to operations of **SADABHARAT** shall have exclusive jurisdiction in any proceedings arising out of the use of the application and these Terms. **SADABHARAT** may, however, in its absolute discretion commence any legal action or proceedings arising out of these Terms in any other court, tribunal, or another appropriate forum, and you hereby consent to that jurisdiction.

#### **CONTACTING US**

If you would like to contact us to understand more about this Policy or wish to contact us concerning any matter relating to individual rights and your Personal Information, you may send an email to

# PRIVACY POLICY

This Privacy Policy ("Policy") governs the collection, retention, sharing, storage, and processing of data and information by **Abenezer Sada Private Limited** (referred to as "**we**," "**our**," or "**us**") in relation to the online hospitality services provided under the brand name **SadaBharat**. Please read this Policy carefully before accessing or using any of our platforms, including the application owned and operated by **Abenezer Sada Private Limited**. By agreeing to this Privacy Policy, you are explicitly consenting to the processing of your personal information by Abenezer Sada for the purposes defined in this policy. Please be aware that the data protection regulations in India or other jurisdictions mentioned above may differ from those of your country of residence

## DEFINITIONS

1. "Personal Information" refers to information that personally identifies you or can be used to contact or identify you, including but not limited to your name, phone number, email address, and any other data tied to such information.
2. **Abenezer Sada Private Limited** (hereinafter referred to as "**Abenezer Sada**," "**we**," "**us**," or "**our**") values the privacy of its users and is committed to protecting their personal information. This Privacy Policy outlines our practices for collecting, using, and safeguarding our users' personal information. This policy is applicable to individuals who access or use our platforms, including the application, mobile site, mobile app, and any other sales channels (collectively referred to as the "Platform").

## PERSONAL INFORMATION COLLECTION

1. We may collect personal information from users who purchase or avail, intend to purchase or avail or inquire about any product(s) or service(s) provided by **Abenezer Sada** through the Platform or other sales channels. Personal information refers to any information that can identify an individual, including but not limited to name, contact details, and any other data tied to such information.
2. The information as detailed below is collected for us to be able to provide the services chosen by you and to fulfill our legal obligations as well as our obligations towards third parties as per our User Agreement. "Personal

Information" of the User shall include the information shared by the User and collected by us and the types of information we collect include:

- **Registration Information:** Information provided by you during the subscription or registration process on the Application, which may include your personal identification details such as name, gender, marital status, religion, age, profile picture, contact details such as email address, postal addresses, frequent flyer number, telephone (mobile or otherwise) and/or fax numbers. This information may also include banking details (including credit/debit card information) and any other information related to your income and/or lifestyle, billing information, payment history, etc.
- **Other Information:** We may collect additional information and documents, including but not limited to:
  - o Transactional history related to your e-commerce activities and buying behavior.
  - o Usernames, passwords, email addresses, and other security-related information used for our services.
  - o Data created by you or by a third party that you wish to store on our servers, such as image files, documents, etc.
  - o Data available in the public domain or received from any third party, including social media channels. This may include personal or non-personal information from your linked social media accounts (e.g., name, email address, friend list, profile pictures, or any other information permitted to be received based on your account settings) as part of your account information.
  - o Information pertaining to any other traveller (s) for whom you make a booking through your registered account. In such cases, you confirm and represent that each of the other travellers has agreed to disclose their information to us and for us to share it with the respective service provider(s).
  - o If you request visa-related services, copies of your passport, bank statements, filled application forms, photographs, and any other information required by the respective embassy to process your visa application.

- o For international bookings, users may be required to provide details such as PAN information, passport details, or other information as required by the service provider, in compliance with the applicable laws.
  - o If you opt for contactless check-in at hotels, copies of government identification documents like Aadhaar, driving license, election card, self-declaration, and other information are required by the hotel to honor your booking.
  - o Your Covid-19 vaccination status and certificate, if required for accessing certain services or for travel-related purposes. We will not process sensitive information contained in the vaccination certificate without redacting it.
- 3. Such information shall be strictly used for the aforesaid specified & lawful purpose only. The user further understands that SadaBharat may share this information with the end service provider or any other third party for the provision and facilitation of the desired booking.
- 4. SadaBharat will always redact all/any sensitive & confidential information contained in the vaccination certificate, passbook, bank statement, or any other identity card submitted for the purpose of availing a service, promotional offer, or booking a product on the Application. In case a User does not wish to provide this information or opts for deletion of the information already provided, SadaBharat may not be able to process the desired booking request.
- 5. SadaBharat will never share any of the above information collected including PAN card details, Vaccination status & certificate, Passport details, or Aadhar Card details without their prior consent unless otherwise such action is required by any law enforcement authority for investigation, by court order or in reference to any legal process.

## **USE OF PERSONAL INFORMATION**

We use the personal information collected to provide users with access to our products and services, improve user experience, process transactions, and communicate with users. We may also use the information to personalize the user experience, conduct research and analysis, and for other legitimate business purposes.

## INFORMATION SHARING AND DISCLOSURE

We may share personal information with our subsidiaries, affiliates, business partners, service providers, and other third parties as necessary to fulfill user requests, provide services, or comply with legal obligations. We take reasonable steps to ensure that these third parties handle personal information in a manner consistent with this Privacy Policy and applicable laws.

## DATA SECURITY

We implement appropriate security measures to protect personal information from unauthorized access, alteration, disclosure, or destruction. However, no data transmission over the internet or electronic storage system can be guaranteed to be 100% secure. Users are responsible for maintaining the confidentiality of their account information and should notify us immediately of any unauthorized use or security breach.

## THIRD-PARTY LINKS

The Platform may contain links to third-party applications, mobile sites, or mobile apps. Please note that this Privacy Policy does not apply to those third-party platforms. We encourage users to review the privacy policies of such third parties, as their information practices may differ from ours.

## POLICY UPDATES

We may update this Privacy Policy periodically to reflect changes in our information practices. Users are encouraged to review the Policy regularly. Continued use of the Platform after any updates constitute acceptance of the revised Privacy Policy.

## COOKIES AND SESSION DATA

- 1. Abenezer Sada Private Limited ("Abenezer Sada," "we," "us," or "our")** uses cookies to enhance your experience on the Application and to display relevant advertisements. The use of cookies by **Abenezer Sada** is similar to that of other reputable online companies.
2. Cookies are small pieces of information that are stored by your browser on your device's hard drive. They enable us to provide a better and more efficient service.

Cookies allow for easier access by logging you in without requiring you to enter your login name each time (only your password is needed). We may also use cookies to display advertisements or send you offers (or similar emails, provided you have not opted out of receiving such emails) that focus on destinations that may be of interest to you.

3. In addition, cookies may be placed by our advertising servers or third-party advertising companies. These cookies are used to track the effectiveness of the advertising we serve on our application and to gather aggregated statistics about your visits to the Application. This information helps us provide advertisements on the Application or other applications that may be of potential interest to you. Third-party advertising companies or providers may also employ technology to measure the effectiveness of the advertisements. All information collected through this process is anonymous and does not link online actions to a specific user. No personal information is collected during this process.
4. Most web browsers automatically accept cookies. However, you have the option to control how and whether cookies are accepted by your browser by changing your browser settings or using certain software programs. We respect your right to block any unwanted Internet activity, especially from unscrupulous applications. Please note that blocking cookies from **Abenezer Sada** may disable certain features on the Application and may hinder an otherwise seamless experience in purchasing or using certain services available on the Application. You can choose to block cookie activity from certain applications while allowing cookies from applications you trust.

### **Automatic Logging of Session Data:**

Each time you access the Application, your session data is logged. Session data may include the IP address, operating system, type of browser software being used, and the activities conducted by the user while on the Application. We collect session data to analyze user choices, and browsing patterns (including the frequency and duration of visits), diagnose server problems, and administer our systems more effectively. The collected information cannot personally identify any user. However, it may be possible to determine the user's Internet Service Provider (ISP) and the approximate geographic location of the user's point of connectivity through the session data.

## **CHILDREN'S PRIVACY**

Our application is directed to be used by adults only. If you are not an adult, while you may look at our application, you should not make a purchase, register, or submit personal data to us. We or our associates /affiliates do not knowingly collect information from minors.

## **MODIFICATIONS TO THIS PRIVACY POLICY**

Our Privacy Policy is subject to change from time to time without notice. We may change, modify, or add to this Privacy Policy at our sole discretion, at any time without providing prior notice to you. It is strongly recommended that you periodically review our Privacy Policy and keep yourself updated with any changes or modifications made herein as available on the Application/Application. You shall be deemed to have accepted our changed, revised, or modified Privacy Policy if you continue to use our application or avail of our Services post changes, revision, or modification in this policy, and the last changed, revised, or modified Privacy Policy shall be applicable to you.

## **APPLICABLE LAW**

This Privacy Policy between you and us will be governed by and construed in accordance with the local laws of operations as applied to agreements made, entered into, and performed entirely in the jurisdiction at the registered place to operations of **Abenezer Sada** ( SadaBharat ) notwithstanding your actual place of residence. The Users agree that any legal action or proceedings arising out of their use may be brought exclusively in the competent courts/ tribunals having jurisdiction at the registered place to operations of **Abenezer Sada** (SadaBharat) and irrevocably submit themselves to the jurisdiction of such courts/ tribunals.

## **CONSENT**

By accessing or using our Platform, you consent to the collection, use, and disclosure of your personal information as described in this Privacy Policy.

If you disagree with any part of this Privacy Policy, please refrain from using our Platform.

However, please note that if the processing of your data is essential for us to provide services to you, we may not be able to serve or confirm your bookings after your withdrawal of consent. For example, if you wish to book an international holiday package with fixed departures (group bookings), certain personal information such as contact details, gender, dietary preferences, choice of room with a smoking facility, any medical conditions requiring specific attention or facilities, etc., we may need to be shared with our vendors in each city where you will stay. These vendors may further process this information to make suitable arrangements for you during your holiday. Such sharing and processing of information may also extend to the hotel where you will stay or the tour manager who will be your guide during the travel.

A withdrawal of consent by you for us to process your information may:

- Severely inhibit our ability to serve you properly, and in such cases, we may have to refuse the booking altogether, or
- Unreasonably restrict our ability to service your booking (if a booking is already made), which may further affect your trip or may compel us to cancel your booking.

By continuing to use our services, you acknowledge that you have read and understood the terms regarding the processing of your personal information outside the geographical limits of India and that you consent to such processing as described in this Privacy Policy.

For any questions or concerns regarding this Privacy Policy, or If you have concerns about the processing of your data and wish to withdraw your consent, please contact us at [contact information].

## **DISCLAIMER**

The following disclaimer applies to the services provided by '**Abenezer Sada Private Limited**', operating under the brand name **SadaBharat**, an online platform providing Hospitality services.

The information presented on our application is provided on an "as is" and "as available" basis without any warranties of any kind. **Abenezer Sada Private Limited** assumes no responsibility for errors or omissions in the contents of the services.

In no event shall **Abenezer Sada Private Limited** be held responsible or liable for the following:

- Accuracy and Completeness: We do not guarantee the accuracy, completeness, correctness, reliability, timeliness, non-infringement, title, merchantability, or fitness for any particular purpose of the contents available on this application.
- Interruptions and Errors: We cannot guarantee that the contents available through this application or any associated functions will be uninterrupted or error-free. We also do not guarantee that any defects will be corrected or that this application and the server are free from viruses and other harmful elements.
- Third-Party Services: Service entities associated with us shall not be considered as representing **Abenezer Sada Private Limited**, and their product(s)/service(s) shall not be construed as the product(s)/service(s) belonging to, provided by, or facilitated by **Abenezer Sada Private Limited** in any manner whatsoever.
- It is your responsibility to evaluate the accuracy, completeness, and usefulness of our services and other information provided by us or generally available.
- Any content downloaded or obtained using our application is done at your own discretion and risk. We cannot confirm that such documents or contents are free of errors or viruses. You acknowledge that you are solely responsible for any damage to your devices and any loss of data that may result from the download of such content.
- **Abenezer Sada Private Limited** reserves the right to disable any unauthorized links or frames and disclaims any responsibility for the content available on any other site reached through links to or from this application or any of its contents.

By clicking on "I AGREE," "SUBMIT," "ACCEPT," or similar indications (if provided), you certify that you are an individual of Legal Age (18 Years) and that you have read,

reviewed, understood, and agreed to be bound by all the terms and conditions stated. You also agree to comply with the terms and conditions outlined in our complete Application Terms and Conditions Policy, which can be found by [clicking here](#).

If you do not agree to these terms and conditions, please refrain from using our services and accessing our application.

# CANCELLATION POLICY

- If the Outbound Tour is canceled for any reason, including cases of visa rejection or voluntary cancellation by the User, the cancellation charges mentioned in the brochure or the itinerary will apply. In the absence of such information, the following cancellation charges will apply:
  - If cancellation is made by you 72 hours before the Check-in date, so 100% of the booking amount will be refunded after deducting necessary service charges.
  - If cancellation is made by you 48 hours before the Check-in date, so 50% of the booking amount will be refunded after deducting necessary service charges.
  - If cancellation is made by you 24 hours before the Check-in date, so no amount will be refunded.

Note: The above cancellation charges are subject to change and may vary depending on the specific package or itinerary. The User is advised to refer to the brochure or itinerary provided for the applicable cancellation charges.

- Please note that the cancellation charges mentioned above are in addition to any cancellation fees or charges imposed by hotels, or other service providers, which will be borne by the User.
- In case of cancellation, the User may also be eligible for a refund as per the refund policy of Abenezzer Sada Private Limited (SadaBharat). The refund policy will be communicated to the User at the time of booking or as provided in the tour package terms and conditions.
- It is recommended that the User carefully review the cancellation policy, terms, and conditions, as well as any applicable fees or charges before making a booking. By proceeding with the booking, the User agrees to abide by the cancellation policy of Abenezzer Sada Private Limited (SadaBharat) for the respective tour package or service.
- The User understands and acknowledges that cancellation charges are applied to compensate Abenezzer Sada Private Limited (SadaBharat) for the costs and expenses incurred in relation to the booking, including administrative costs, reservation costs, and loss of opportunity to offer the booking to other customers.
- Any cancellation requests should be made in writing to Abenezzer Sada Private Limited (SadaBharat) through the designated contact channels as provided on the application or in the booking confirmation. The cancellation will be processed based on the date of receipt of the written request.

- It is the responsibility of the User to ensure that the cancellation request is received and acknowledged by Abenezer Sada Private Limited (SadaBharat). The User may be required to provide relevant booking details and identification information for verification purposes during the cancellation process.
- Refunds, if applicable, will be processed as per the refund policy of Abenezer Sada Private Limited (SadaBharat) and will be credited to the original payment method used for the booking, unless otherwise specified.
- Any disputes or claims arising out of or in connection with cancellations shall be governed by the applicable laws and jurisdiction as specified in the User Agreement between the User and Abenezer Sada Private Limited (SadaBharat).