

# terms of service



This web site **WWW.NBAWORLD.IN** is owned and maintained by **NEW BHARAT AGENCY TOURS AND TRAVELS**, a company incorporated and existing in accordance with the laws of the Republic of India. These Terms and Conditions of Use and any additional terms posted on this Site together constitute the entire agreement between **NEW BHARAT AGENCY TOURS AND TRAVELS** and you with respect to your use of this Site.

Please read all terms and conditions carefully before making any booking through this website.

## **LEGAL CONTRACT**

When you click to make a booking with us legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms and policies and by the conditions of each particular supplier. You must not make any booking through the Website unless you understand and agree to all our terms and policies. If you do not accept the terms stated here, do not use this Website and our services. Once payment is made for the booking, it is deemed that you have read and understood the terms and conditions for the booking. If you have any queries please contact us before making any booking. Please revisit this area of the Website from time to time as we may change these terms and conditions occasionally and your continued use of the Website will constitute your acceptance of the amended terms and conditions.

## **AGENCY**

Products and services are sold by **NEW BHARAT AGENCY TOURS AND TRAVELS** as an agent for airline and wholesale companies and other suppliers providing services, including accommodation and transportation services. **NEW BHARAT AGENCY TOURS AND TRAVELS** is not a provider of such services and has no responsibility for services provided or not provided by any party. We make no warranty or representation regarding the standard or availability of any service or product to be supplied nor for the availability of any promotions, airfares or specific holiday products. All travel documents are issued subject to the tariffs and terms and conditions of sale of suppliers and these terms. They are issued by us as agent only.

## **LIABILITY**

**NEW BHARAT AGENCY TOURS AND TRAVELS** has no liability for any act, omission or default, whether negligent or otherwise, of airlines, car rental operators, ferry companies, hoteliers, tour operators or any other supplier or third party. We have no liability for any loss or damage occasioned by the negligence, act or omission of any supplier or other third party. We reserve the right to cancel or modify itineraries or bookings where circumstances require. In circumstances where liability of **NEW BHARAT AGENCY TOURS AND TRAVELS** cannot be excluded, such liability is limited to the value of the purchased travel arrangements. **NEW BHARAT AGENCY TOURS AND TRAVELS** reserves the right to decline any booking

## **AVAILABILITY**

The travel products and services sold through **NEW BHARAT AGENCY TOURS AND TRAVELS** are subject to availability and can be withdrawn without notice

## **PASSENGER NAME**

It is essential that you enter details of each traveler correctly and according to passport or other identification. Some suppliers will deny carriage if the traveler's name varies from your booking and may cancel automatically if the traveler's name is amended. **NEW BHARAT AGENCY TOURS AND TRAVELS** is not responsible for any loss or damage arising from incorrect entry of traveler's name nor for any inability to travel as a result of carrier's policies.

## **SPECIAL CONDITIONS FOR PRODUCTS AND SERVICES**

The terms displayed on this Website apply generally to all the travel products and packages sold by **NEW BHARAT AGENCY TOURS AND TRAVELS** Most travel products and services also have additional conditions applying to them because airlines, hotels, wholesalers and other travel suppliers have various other terms and conditions relating to the purchase of these goods and services, which may or may not be displayed. For example, suppliers often limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage, however we do not have those conditions to display on this Website. It is your responsibility to contact the relevant travel supplier directly to obtain all applicable terms and conditions before making a booking through **NEW BHARAT AGENCY TOURS AND TRAVELS** There are numerous terms and conditions established by travel suppliers or other third parties affecting most advance purchase and other discounted travel products and services, which involve substantial cancellation or amendment fees, and in some instances there are no refunds whatsoever on cancelled holidays and/or air tickets and other products and services should you need to amend or cancel your travel plans. If you have any queries regarding these fees please do not hesitate to contact our office. You must read the terms and conditions applicable to every travel product and service and ensure that you accept them before you make a booking. If the terms and conditions are not displayed you should contact our office. Once you confirm a booking and make payment you are bound by the terms and conditions established by the relevant travel supplier.

## **THIRD PARTY INFORMATION AND LINKS**

Some of the information displayed on the website is provided to **NEW BHARAT AGENCY TOURS AND TRAVELS** by third party suppliers such as hotels, transportation providers and airlines etc. **NEW BHARAT AGENCY TOURS AND TRAVELS** takes reasonable care to ensure the information supplied and displayed on the Website is accurate. **NEW BHARAT AGENCY TOURS AND TRAVELS**

cannot confirm and does not provide any warranty in relation to the accuracy of this information and is not responsible for information on the Website that is supplied to **NEW BHARAT AGENCY TOURS AND TRAVELS** by third parties. This Website contains links to other websites, which are hosted and maintained by third parties. **NEW BHARAT AGENCY TOURS AND TRAVELS** is not responsible for and makes no warranty or representation as to the accuracy, completeness or relevance of the information contained on such third party sites. You follow links to such sites at your own risk, and we will not be liable for any loss or damage rising from your reliance upon or use of third party sites.

## **SUPPLIERS' ALTERATIONS TO TOUR ITINERARIES**

In the event of material alterations by a supplier to a proposed tour booked by you, you may be given the option of cancelling the tour without penalty, but this is not guaranteed. The right to cancel is subject to the terms and conditions of the supplier. Your acceptance of any tickets, coupons, exchange orders, vouchers and receipts will be deemed acceptance of the above conditions and of any alterations made to your tour.

## **SERVICE FEES**

**NEW BHARAT AGENCY TOURS AND TRAVELS** service fees may apply to bookings made online or via the **NEW BHARAT AGENCY TOURS AND TRAVELS** Travel Centre. Your **NEW BHARAT AGENCY TOURS AND TRAVELS** consultant can provide you full details on request.

## **FARES AND PRICES**

All airfares and prices quoted are subject to availability at the time of booking. Prices are subject to change until full payment and tickets are issued. Prices are quoted per person unless **NEW BHARAT AGENCY TOURS AND TRAVELS** advises otherwise. The prices set out on the Website may not include taxes, airport charges, and other additional costs, such as fuel levies, surcharges for internet bookings and seasonal surcharges. You will be notified of applicable taxes, airport charges and other charges when you have made a booking with **NEW BHARAT AGENCY TOURS AND TRAVELS** and your booking is confirmed. Such taxes and charges are subject to change until tickets are issued. Some airport taxes are not pre-paid and it is the travelers' responsibility to pay where applicable. Airlines and third party providers of travel and travel related services may change their prices, packages, flights and other information displayed on the Website at any time. All products, services and information displayed on the Website are subject to change without notice.

## **PASSPORT AND VISAS**

It is the responsibility of the individual traveler to check passport, visa and health requirements. All travelers departing India require a passport and it is recommended to have a minimum validity of 6 months. An Indian re-entry visa is required for those travelers traveling on a foreign passport. We are happy to provide assistance.

## **DISCOUNTS**

**NEW BHARAT AGENCY TOURS AND TRAVELS** offers discounts in some of its products to travelers. Through discounts it intends to promote and retain loyalty of its regular clients. Such discounts are sole discretion of the company and can be refused / withdrawn without notice.

## **YOUR USE**

You agree to only use the Website for purposes permitted by these terms. You are responsible for all equipment and software used to access the Website. You must not:

1. Use the Website directly or indirectly for any activity which breaches any laws, infringes a third party's rights, is unlawful, or breaches these terms.
2. Use the Website directly or indirectly, or use any service provided on the Website, to conduct surveys, contests, pyramid schemes, or send chain letters, junk email or any other duplicative or unsolicited messages (commercial or otherwise).
3. Attempt to gain unauthorized access to the Website or use another person's name, registration account or password.
4. Create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message.
5. Tamper with, hinder the operation of or make unauthorized modifications to the Website.
6. Knowingly transmit any virus or other disabling feature to the Website.
7. Advertise or offer to sell or buy any goods or services on the Website.
8. Collect information about others, including email addresses, without their consent.
9. The Website may contain links to external websites. Those websites are not part of the Website and, unless otherwise indicated, are not under our control. We have no responsibility for the contents of any linked websites and you access them at your own risk. We may monitor, review, retain and/or disclose any information on the Website as necessary to satisfy any applicable law, regulation, legal process or governmental request.

## **SECURITY**

The online booking facilities on this Website utilizes Secure Sockets Layer (SSL) encryption to help ensure the security of all online booking transactions. SSL encryption is automatically enabled whenever you submit information to us via the internet.

## **ILLUSTRATIONS**

Photographs and illustrations and other promotional material on this Website are for promotion purposes only. They do not represent any benefit that will be included in any arrangements made by you.

## **INTELLECTUAL PROPERTY**

Unless otherwise indicated, copyright in the Website and content included on the Website belongs to us or our licensors. All rights are reserved. You are provided access to the Website only for your personal and non-commercial use. Subject to applicable laws, you must not, without our permission:

1. Store, distribute, perform, communicate to the public, adapt or create derivative works from any part of the Website; or

2. Commercialize any information or services obtained from the Website. The trade mark used on the Website (if any) are our trade mark or the trade mark of a third party. Nothing on the Website should be construed as granting any license to use any trade mark without the permission of the owner. You must not use any of our trade mark:
3. As or as part of your trade mark.
4. In connection with goods or services which are not ours.
5. In a manner that may be confusing, misleading or deceptive.
6. In a manner that disparages us or our information or services or the Website.

## **NEWSLETTER SUBSCRIBERS**

**NEW BHARAT AGENCY TOURS AND TRAVELS** may send email newsletter to people who enter their email address in the “subscribe to our newsletter” box of this Website. The newsletter will be sent out monthly to the advised e-mail address and contain the latest travel deals, news and promotional material. On occasion we may send additional newsletters to alert members to special offers or limited release specials. Your individual email address is not used for any other purpose and will not be supplied to a third party. Should any recipient of our newsletter wish to unsubscribe they can do so by clicking on unsubscribe at the bottom of the Home page, emailing us at [operations@nbaworld.in](mailto:operations@nbaworld.in) or calling us on 02616795500.

## **WEBSITE CONTENT DISCLAIMER**

**NEW BHARAT AGENCY TOURS AND TRAVELS** have taken all reasonable steps to ensure the accuracy of the information on this Website. However we can give no warranty regarding the accuracy or completeness of the content of this Website. **NEW BHARAT AGENCY TOURS AND TRAVELS** is not liable for any loss or damages (whether direct, indirect, special, consequential or otherwise) arising out of errors, inaccuracies or omissions in the content contained in this Website. **NEW BHARAT AGENCY TOURS AND TRAVELS** is not liable for distortion of data arising from any technical fault including transmission errors, technical defects, interruptions, third party intervention or viruses.

## **EXCLUSION OF LIABILITY**

**NEW BHARAT AGENCY TOURS AND TRAVELS** cannot guarantee that this Website shall be available on an uninterrupted basis and we will not be liable for any losses, costs or damages resulting from this Website not being accessible or for delays in access. To the extent permitted by law, all warranties, conditions and representations about the Website, the availability for your access and use of the Website or the services and the information provided on the Website are excluded. If a term is implied by law into these terms and the law prohibits provisions in a contract excluding or modifying liability under that term, then it will be included in these terms. However, our liability for breach of such term will, to the extent permitted by law, be limited, at our option, to the supply of the relevant services again or the payment of the cost of having the services supplied again. To the extent permitted by law, we and our officers, employees, agents or related bodies corporate will not be liable in any way (including in contract, for negligence or otherwise) for any loss, damage, costs or expenses suffered by you or claims made against you in connection with:

1. Your use of the Website.

2. Any information or materials posted by others, including defamatory, offensive or illicit material, or material that violates these terms:
3. Any failure to provide the Website
4. Any services or information supplied, offered or advertised on the Website
5. In a manner that may be confusing, misleading or deceptive.
6. Access to and use of this Website is at the user's own risk and we cannot warrant that the use of this Website or any material downloaded from it will not cause damage to any property, including but not limited to loss of data, computer viruses, Trojan horses and others. In addition, we accept no liability in respect of losses or damages arising out of changes made to the content of this Website by unauthorized third parties.

#### USE OF YOUR INFORMATION AND MATERIAL

We are committed to protecting your privacy online. If you post messages on the Website, or send us any feedback, suggestions, ideas or other materials in relation to the Website, you agree that we can use, reproduce, publish, modify, adapt and transmit them to others free of charge and without restriction, subject to our obligations in relation to privacy, as set out in the **NEW BHARAT AGENCY TOURS AND TRAVELS** privacy statement. **NEW BHARAT AGENCY TOURS AND TRAVELS** Privacy Statement explains in general terms how we protect the privacy of your personal information. Although our preferred local suppliers have privacy policies in accordance with applicable privacy laws, you accept that some third parties can be located overseas e.g. hotels, car rental companies, etc, and may not have in place equivalent privacy policies. When you click on links to other websites, we encourage you to read their privacy policies. Their standards may differ from ours.

#### **TERMINATION**

We may suspend, terminate or limit your access to the Website, effective immediately, if, in our reasonable opinion, you breach any of these terms. We may at any time suspend, limit or terminate:

1. Any service provided on the Website; or
2. All access and use of the Website.

#### **COOKIES**

"Cookies" are a standard for storing small pieces of data on your computer. Any web server (including this one) may store one or more cookies in your browser or request your browser to transmit the data to the Web server. We may use cookies to control the display of advertisements, to track usage patterns on the Website to personalize information to improve service for you on your subsequent visits to the Website. We can provide this function by placing a cookie on your computer. Our cookies may contain personal information and such cookies may be shared with our related bodies corporate. Some of our advertisers occasionally serve you cookies as well. We do not have control over cookies placed by advertisers. You may disable the use of cookies on your web browser. However, if you set your browser to refuse cookies, some portions of the Website may not function properly, and your use of the Website may be restricted. While your individual information is protected as outlined above, we reserve the right to use aggregated, anonymous data about our users as a group for any business purpose.

## **ACCEPTANCE OF TERMS**

**NBAWORLD.IN** Website ("Website") is an internet based travel portal owned and operated by NEW BHARAT AGENCY TOURS AND TRAVELS. a company incorporated under the laws of India, with its registered office at 410-412, Sangini Magnus, Rushabh Char Rasta, Adajan, Surat, India. Through the Website, **NBAWORLD.IN** shall provide you ("User") travel-related information, pricing, availability and reservations for airlines, hotels, travel insurance, visas etc. across cities and rural areas throughout India ("Service"), as more particularly described and defined in the terms of service ("TOS") relating to such Service, as set out in Annex 1; This Service may be availed by the User, his family members and friends at any time during the year through vendors ("Service Providers"). This User Agreement ("Agreement") sets out the terms and conditions on which **NBAWORLD.IN** shall provide the Services to the User through the Website. 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 TOS for such Service, which may be updated or modified by **NBAWORLD.IN** from time to time. Such TOS shall be deemed to be a part of this Agreement and in the event of a conflict between such TOS and this Agreement, the terms of this Agreement shall prevail. Use of the Website is offered to the User conditioned on acceptance without modification of all the terms, conditions and notices contained in this Agreement and the TOS, as may be posted on the Website from time to time. For the removal of doubts, it is clarified that use of the Website by the User constitutes an acknowledgement and acceptance by the User of this Agreement and the TOS. If the User does not agree with any part of such terms, conditions and notices, the User must not use the Website. Additionally, the Service Provider may provide terms and guidelines that govern particular features, offers or the operating rules and policies applicable to each Service (for example, flights, hotel reservations, packages, etc.). The User shall be responsible for ensuring compliance with the terms and guidelines or operating rules and policies of the Service Provider with whom the User elects to deal, including terms and conditions set forth in a Service Providers' fare rules or contract of carriage. In the event that any of the terms, conditions and notices contained in this Agreement or the TOS conflict with the additional/other terms and guidelines specified by the Service Provider, then the latter terms/guidelines shall prevail. **NBAWORLD.IN** at its sole discretion reserves the right not to accept any order placed by the user through the website without assigning any reason thereof. Nay contract to provide any service by **NBAWORLD.IN** is not complete until full money towards the service is received from the user and accepted by **NBAWORLD.IN**

## **MODIFICATION OF TERMS**

**NBAWORLD.IN** reserves the right to change the terms, conditions and notices under which the Services are offered through the Website, including but not limited to the charges for the Services provided through the Website. The User shall be responsible for regularly reviewing these terms and conditions.

## **PRIVACY POLICY**

The User hereby consents, expresses and agrees that he/she has read and fully understands the Privacy Policy of **NBAWORLD.IN** in respect of the Website, as set out in Annex 2 the User further consents that the terms and contents of such Privacy Policy are acceptable to him/ her.

## **LIMITED USER**

The User agrees and undertakes not to sell, trade or resell or exploit for any commercial purposes, any portion of the Service. For the removal of doubt, it is clarified that the Website is not for commercial use but is specifically meant for personal use only. The User further agrees and undertakes not to reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Website. Limited reproduction and copying of the content of the Website is permitted provided that the **NEW BHARAT AGENCY TOURS AND TRAVELS** name is stated as the source. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is not permitted.

## **DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY**

**NBAWORLD.IN** has endeavored to ensure that all the information on the website is correct, but **NBAWORLD.IN** neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data or information contained. **NBAWORLD.IN** makes no warranty, express or implied, concerning the website and/or 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 the information contained in the website. Since **NBAWORLD.IN** acts only as a booking agent, it shall not have any liability whatsoever for any aspect of the arrangements between the service provider and the user as regards the standards of services provided by the service providers. In no circumstances shall **NBAWORLD.IN** be liable for the services provided by the service provider. Although **NBAWORLD.IN** makes reasonable commercial efforts to ensure that the description and content in the tos and on each page of the website is correct, it does not, however, take responsibility 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. Also, **NBAWORLD.IN** is not the service provider and cannot therefore control or prevent changes in the published descriptions which are based upon information provided by the service providers. **NBAWORLD.IN** does not endorse any advertiser on its website in any manner. The users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.

**NBAWORLD.IN** 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.

In no event shall **NBAWORLD.IN** be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the services; (b) the cost of procurement of substitute goods and services or resulting from any goods, information or services purchased or obtained or messages received or transactions entered into through the services; (c) unauthorized access to or alteration of the user's transmissions or data; (d) any other matter relating to the services; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the website. Neither shall **NBAWORLD.IN** be responsible for the delay or inability to use the website or related services, the provision of or failure to provide services, or for any

information, software, products, services and related graphics obtained through the website, or otherwise arising out of the use of the website, whether based on contract, tort, negligence, strict liability or otherwise. Further, **NBAWORLD.IN** shall not be held responsible for non-availability of the website during periodic maintenance operations or any unplanned suspension of access to the website that may occur due to technical reasons or for any reason beyond **NBAWORLD.IN** control. The user understands and agrees that any material and/or data downloaded or otherwise obtained through the website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material and/or data. These limitations, disclaimer of warranties and exclusions apply without regard to whether the damages arise from (a) breach of contract, (b) breach of warranty, (c) negligence, or (d) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. The maximum liability on part of **NBAWORLD.IN** arising under any circumstances, in respect of any services offered on the site, shall be limited to the refund of total amount received from the customer for availing the services less any cancellation, refund or others charges, as may be applicable. In no case the liability shall include any consequential loss, damage or additional expense whatsoever.

### **LINKS TO THIRD PARTY SITES**

The Website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of **NBAWORLD.IN** or the Website and **NBAWORLD.IN** 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. **NBAWORLD.IN** is not responsible for any form of transmission, whatsoever, received by the User from any Linked Site. **NBAWORLD.IN** is providing these links to the User only as a convenience, and the inclusion of any link does not imply endorsement by **NBAWORLD.IN** or the Website of the Linked Sites or any association with its operators or owners including the legal heirs or assigns thereof. **NBAWORLD.IN** is not responsible for any errors, omissions or representations on any Linked Site. **NBAWORLD.IN** does not endorse any advertiser on any Linked Site in any manner. The Users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.

### **PROHIBITION AGAINST UNLAWFUL USE**

As a condition of the use of the Website, the User warrants that they will not use the Website for any purpose that is unlawful or illegal under any law for the time being in force within or outside India or prohibited by this Agreement and/or the TOS including both specific and implied. In addition, the Website shall not be used in any manner, which could damage, disable, overburden or impair it or interfere with any other party's use and/or enjoyment of the Website. The User shall refrain from obtaining or attempting to obtain any materials or information through any means not intentionally made available or provided for or through the Website.

### **USE OF COMMUNICATION SERVICES**

The Website may contain services such as email, chat, bulletin board services, information related to various tourist spots, news groups, forums, communities, personal web pages, calendars, and/or other message (hereinafter collectively referred to as "Communication Services"). The User agrees and undertakes to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, the User agrees and undertakes that when using a Communication Service, the User will not:

1. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;

2. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
3. Upload files that contain software or other material protected by intellectual property laws unless the User owns or controls the rights thereto or have received all necessary consents;
4. Any services or information supplied, offered or advertised on the Website
5. In a manner that may be confusing, misleading or deceptive.
6. Access to and use of this Website is at the user's own risk and we cannot warrant that the use of this Website or any material downloaded from it will not cause damage to any property, including but not limited to loss of data, computer viruses, Trojan horses and others. In addition, we accept no liability in respect of losses or damages arising out of changes made to the content of this Website by unauthorized third parties.
7. Download any file posted by another user of a Communication Service that the User know, or reasonably should know, cannot be legally distributed in such manner;
8. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
9. Violate any code of conduct or other guidelines, which may be applicable for or to any particular Communication Service;
10. Violate any applicable laws or regulations for the time being in force in or outside India; and
11. Violate any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere herein.

**NBAWORLD.IN** has no obligation to monitor the Communication Services. However, **NBAWORLD.IN** reserves the right to review materials posted through Communication Service and to remove any materials in its sole discretion. **NBAWORLD.IN** reserves the right to terminate the User's access to any or all of the Communication Services at any time without notice for any reason whatsoever.

**NBAWORLD.IN** reserves the right at all times to disclose any information as is necessary to satisfy or comply with any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Nbworld.in sole discretion. **NBAWORLD.IN** does not control or endorse the content, messages or information found in any communication service and, therefore, **NBAWORLD.IN** specifically disclaims any liability or responsibility whatsoever with regard to the communication services and any actions resulting from the user's participation in any communication service. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. User is responsible for keeping himself updated of and adhering to such limitations if they download the materials.

## **TERMINATION/ACCESS RESTRICTION**

**NBAWORLD.IN** reserves the right, in its sole discretion, to terminate the access to the website and the related services or any portion thereof at any time, without notice.

## **FEES PAYMENT**

**NBAWORLD.IN** reserves the right to charge listing fees for certain listings, as well as transaction fees based on certain completed transactions using the **NBAWORLD.IN** Services. **NBAWORLD.IN** further reserves the right to alter any and all fees from time to time, without notice.

The User shall be liable to pay all applicable charges, fees, duties, taxes, levies and assessments for availing the **NBAWORLD.IN** Services. USER'S OBLIGATIONS AND USER ACCOUNT In consideration of use of the Website, the User represent and confirm that the User is of legal age to enter into a binding contract and is not a person barred from using the Website and/or receiving the Services under the laws of India or other applicable law. To avail a Service the User has and must continue to maintain at his sole cost: (a) all the necessary equipments including a computer and modem etc. to access the Website/avail Services; (b) own access to the World Wide Web. The User shall be responsible for accessing the Services and that access may involve third party fees including, airtime charges or internet service provider charges which are to be exclusively borne by the User. The user also understands that the services may include certain communications from **NBAWORLD.IN** as service announcements and administrative messages. The user understands and agrees that the services are provided on an "as is" basis and that **NBAWORLD.IN** does not assume any responsibility for deletions, miss-delivery or failure to store any user communications or personalized settings. Registration of the User on the Website is optional. If the User opts to register himself on the Website, upon completion of the registration process, the User shall receive a user id and password. The User agrees and undertakes at all times to be responsible for maintaining the confidentiality of the password and user id, and shall be fully responsible for all activities that occur by use of such password or user id. Further, the User agrees not to use any other party's under id and password for any purpose whatsoever without proper authorization from such party. You are responsible for the security of your password and for all transactions undertaken using your password through our service. **NBAWORLD.IN** will not be responsible for any financial loss, inconvenience or mental agony resulting from misuse of your ID/password/credit card number/account details number for using **NBAWORLD.IN** Services. The user also agrees and undertakes to immediately notify **NBAWORLD.IN** of any unauthorized use of the user's password or user id and to ensure that the user logs off at the end of each session at the website. **NBAWORLD.IN** shall not be responsible for any, direct or indirect, loss or damage arising out of the user's failure to comply with this requirement. The User also agrees to: (a) provide true, accurate and complete information about himself and his beneficiaries as prompted by the registration form ("Registration Data") on the Website; and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If the User provide any information that is untrue, inaccurate, not current or incomplete or **NBAWORLD.IN** has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, **NBAWORLD.IN** has the right to suspend or terminate the User's registration and refuse any and all current or future use of the Website and/or any Service. Furthermore, the User grants **NBAWORLD.IN** the right to disclose to third parties Registration Data to the extent necessary for the purpose of carrying out the Services.

## **BREACH**

Without prejudice to the other remedies available to **NBAWORLD.IN** under this agreement, the tos or under applicable law, **NBAWORLD.IN** may limit the user's activity, or end the user's listing, warn other users of the user's actions, immediately temporarily/indefinitely suspend or terminate the user's registration, and/or refuse to provide the user with access to the website if: (a) the user is in breach of this agreement, the tos and/or the documents it incorporates by reference; (b) **NBAWORLD.IN** is unable to verify or authenticate any information provided by the user; or (c) **NBAWORLD.IN** believes that the user's actions may infringe on any third party rights or breach any applicable law or otherwise result in any liability for the user, other users of the website and/or nbaworld.in. (d) **NBAWORLD.IN** may at any time in its sole discretion reinstate suspended users. Once the user have been indefinitely suspended the user may not register or attempt to register with **NBAWORLD.IN** or use the website in any manner whatsoever until such time that the user is reinstated by nbaworld.in. notwithstanding the foregoing, if the user breaches this agreement, the tos or the documents it incorporates by reference, **NBAWORLD.IN**

reserves the right to recover any amounts due and owing by the user to **NBAWORLD.IN** and / or the service provider and to take strict legal action as **NBAWORLD.IN** deems necessary.

## **PROPRIETARY RIGHTS**

**NBAWORLD.IN** may provide the User with content such as sound, photographs, graphics, video or other material contained in sponsor advertisements or information. This material may be protected by copyrights, trademarks or other intellectual property rights and laws. The User may use this material only as expressly authorized by **NBAWORLD.IN** and shall not copy, transmit or create derivative works of such material without express authorization from **Nbaworld.in**. The User acknowledges and agrees that they shall not upload, post, reproduce or distribute any content on or through the Website that is protected by copyright or other proprietary right of a third party, without obtaining the permission of the owner of such right. Any copyrighted or other proprietary content distributed on or through the Website with the consent of the owner must contain the appropriate copyright or other proprietary rights notice. The unauthorized submission or distribution of copyrighted or other proprietary content is illegal and could subject the User to personal liability or criminal prosecution.

## **RELATIONSHIP**

None of the provisions of this Agreement, terms and conditions, notices or the right to use the Website by the User contained herein or any other section or pages of the Website and/or the Linked Sites, shall be deemed to constitute a partnership between the User and **NBAWORLD.IN** and no party shall have any authority to bind or shall be deemed to be the agent of the other in any way. It may be noted, however, that if by using the Website, the User authorizes **NBAWORLD.IN** and its agents to access third party sites designated by them or on their behalf for retrieving requested information, the User shall be deemed to have appointed **NBAWORLD.IN** and its agents as their agent for this purpose.

## **HEADINGS**

The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, the TOS or the right to use the Website by the User contained herein or any other section or pages of the Website or any Linked Sites in any manner whatsoever.

## **INTERPRETATION OF NUMBER AND GENDERS**

The terms and conditions herein shall apply equally to both the singular and plural form of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine and feminine. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, the terms "herein", "hereof", "hereto", "hereunder" and words of similar import refer to this Agreement as a whole.

## **INDEMNIFICATION**

The User agrees to indemnify, defend and hold harmless **NBAWORLD.IN** 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 **NBAWORLD.IN** 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.

## **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.

## **NOTICES**

All notices and communications (including those related to changes in the TOS, Service, termination of Service etc.) shall be in writing, in English and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent via email/facsimile (with acknowledgment of complete transmission) to the following address: (a) If to Nbaworld.in, at support@nbaworld.in or at the address posted on the Website. (b) If to a non-registered User, at the communication and/or email address specified in the application form availing of a **NBAWORLD.IN** Service. (c) If to a registered User, at the communication and/or email address specified in the registration form. Notice shall be deemed to have been served 48 hours after it has been sent, dispatched, displayed, as the case may be, unless, where notice has been sent by email, it comes to the knowledge of the sending party, that the email address is invalid.

## **GOVERNING LAW**

This agreement and each tos shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts of Mumbai.