

## TERMS OF USE

THIS AGREEMENT IS AN ELECTRONIC RECORD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC RECORDS/DOCUMENTS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY (REASONABLE SECURITY PRACTICES AND PROCEDURES AND SENSITIVE PERSONAL DATA OR INFORMATION) RULES 2011. THIS IS A COMPUTER-GENERATED ELECTRONIC RECORD AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING THIS WEBSITE, YOU INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS YOU SHALL NOT USE THIS WEBSITE. IF THESE TERMS CONFLICT WITH ANY OTHER DOCUMENT/RECORDS, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL PREVAIL UNLESS AND UNTIL FURTHER CHANGE/MODIFICATIONS NOTIFIED BY SAVANA SAFARI.

### **1. INTRODUCTION:**

Welcome to <https://www.savanasafari.in> (Website) that is absolutely owned and operated by “Savana Safari LLP” (hereinafter referred to as “Savana Safari”, which expression shall unless repugnant to the context thereof, include its successors and assigns) a Limited Liability Partnership Firm under the laws of India.

If you (“You/you/Subscriber”) continue to browse and use this Website, You are agreeing to comply with and be bound by these terms and conditions of use of the Website, refund and exchange policies (“Terms of Use”), which together with our privacy policy (“Privacy Policy”) govern Website’s relationship with You. If You disagree with any part of these Terms of Use, You may not use this Website.

### **2. DEFINITIONS:**

“**Brochure**” means Safari(s) itinerary showcase for the respective years published on the Website by Savana Safari.

“**Savana Safari**”; “**us**”; “**we**”; “**our**” shall mean **Savana Safari LLP**, a limited liability partnership firm, having its office at Flat No.12, Building No. 2, Vijay Vilas Vega CHS Ltd., Anandnagar, G.B. Road, Thane (West) – 400 615.

“**Group Tours**” means such tours which are organised in groups comprising individuals and/or families and where the services provided are similar to all the Tourist(s) in that group.

“**Independent Contractor**” means a person and/or organisation selected by Savana Safari to render services including transport, hotel, restaurant, Safari, sightseeing to the Tourist(s) and/or to Savana Safari. Independent Contractor is not an employee, partner or joint venture of Savana Safari.

**“Register”** shall mean registering to the Website to avail the Services and to book Safari(s) and any other adventurous activities in Kenya and Tanzania or any other countries added in future as provided on the Website.

**“Safari(s)”** means Safari(s) tours carried out internationally at Kenya and Tanzania and any other countries added in future by Savana Safari.

**“Services”** shall mean listing of various Services including Safari(s) tours and any other adventurous activities by Savana Safari on the Website and as may be initiated from time to time.

**“Subscription Fees”** shall refer to the subscription fees to be paid by You for availing the offerings under the Website, if applicable.

**“Tourist(s)”** means the person in whose name or on whose behalf booking and/or registration is made for Safari(s) and any other adventurous activities organised by Savana Safari.

**“Tour Manager”** means a person designated by Savana Safari to help or to assist or to provide guidance to the Tourist(s) regarding Safari(s) organised by Savana Safari.

**“Users”** shall mean Users that visit and access the Website and Register to avail Services related to Safari(s).

**“Website”** shall mean <https://www.savanasafari.in> and mobile application owned, operated and managed by us.

**“You” or “Your” or “Yourself”** refers to the Users or viewers of this Website.

### **3. REGISTRATION, PASSWORD:**

Services listed on the Website are available for all customers who are interested in Safari(s) and adventurous activities as may be offered from time to time.

For Users, there is no fee to access the Website but in case any fees are made applicable to avail all or some of the offerings it shall be duly informed to you. As a guest, any viewer can navigate and browse through the Website without registration, but such guest customer needs to register in case guest customer intends to avail the Services provided on Website.

You may need to mention your personal information including PAN Card details while registering yourself on the Website. You agree that any registration information provided by You shall always be accurate, correct and complete. You shall be responsible for maintaining the confidentiality of Your account and password and You agree to accept responsibility for all activities that occur under Your account. You can change your profile information and any other details that You have shared with the Website and You shall promptly update the email address and mobile number listed in connection with your account to keep it accurate so that we can contact You. You shall provide any additional information as required by the Website from time -to- time. We also reserve the right to refuse registration or cancel accounts at our sole discretion. You must not set up an account on behalf of another individual or entity unless You are authorized to do so. You agree to abide by all applicable laws and regulations and are solely responsible for all acts or omissions by You on the Account.

#### **4. SCOPE OF ACTIVITY:**

Savana Safari is an organisation who manages Safari's.

- Safari(s) focuses on Africa's big 5 and other wild life animals. Savana Safari also offers adventurous activities which includes hiking, mountain climbing, white water rafting, kayaking etc.
- Savana Safari takes utmost care in selecting all the Services and/or services provided by Independent Contractors to make our Tourist(s) comfortable on Safari(s).
- Savana Safari endeavours to provide comfortable accommodation in standard safari lodges, 3-star, 5 star and/or other similar accommodations as per availability and circumstances. Savana Safari offers different types of packages namely Standard Package, Mid Segment Package and Luxury Segment Package and any other package as may be included by Savana Safari from time to time.
- Savana Safari are not operators of hotel accommodations and hence do not have any control on the operations of such properties.
- Savana Safari also provides tailor made Safari(s) as per requirement of Tourist(s).
- Savana Safari also conducts paid informatory workshops, seminars, lectures regarding safari's for interested customers.
- Savana Safari shall not be responsible for any loss, injury, harm, damage, death caused by default, omission or act of employees or management of any such agencies or Independent Contractors.
- All the Tourist(s) shall read and strictly adhere to the terms and conditions regarding Safari(s) and adventurous activities laid down by Savana Safari and Independent Contractor from time to time.
- We endeavour to update our Tourist(s) from time to time by updating adequate information on the Website.

#### **5. SERVICES DESCRIPTION AND AVAILING SERVICES:**

The Services are subject to the limitation to these Terms of Use. The Services are also subject to Savana Safari's Privacy Policy and subscription agreement executed between Savana Safari and respective member (if any). Savana Safari may discontinue or revise any or all other aspects of the Services at its sole discretion. Updated versions of these Terms of Use will be posted on the Website, all changes become effective upon the posting of the revised Terms of Use.

Once you Subscribe to the Website, you shall be eligible to book any Services subject to realisation of payment, which are displayed by Savana Safari on the Website. You understand and acknowledge that it is your responsibility to get all information about each Service before your book such Services. Before you make payment to the Website, you shall ensure that particular Service is available on the dates chosen by you and the manner in which you intend to avail the Service for number of persons, location and all other relevant factors with respect to the relevant Service.

You understand and acknowledge that photos of meals/hotel rooms/ transportation/ safari/photographs of wildlife animals displayed on the Website and the experience that you get may vary due to location, timing, climate, weather, holiday, crowd or any other reason which is beyond control of Savana Safari and/or the Website.

Distance, exchange rates and temperatures etc. mentioned on the Website are approximate or may vary. In case the alternate arrangements made are materially superior as compared to the ones described on the Website, we reserve the right to charge extra for the same at any time. We do not take any responsibility / liability of third party products displayed on our Website and cannot give any assurance or warranty regarding contents, quality or safety of the product in any way, nor would we be liable / responsible in any manner whatsoever for any deficiency, loss, damage or injury sustained by you as a result of availing such products and services.

You understand, acknowledge and agree that wild animals are migratory in nature and hence sighting cannot be guaranteed at any point of time.

In case you are booking any Service that includes any adventurous activities including but not limited to Safari(s), sky diving, trekking, snorkelling, scuba diving, paragliding, white water rafting or any other activity that causes danger, you understand and acknowledge that such activity may cause danger to you or your co-tourists in terms of physical damage, partial or full incapability or death. You understand, acknowledge and agree that you shall be solely responsible for availing such Service at your own volition and risk and the Website shall not be responsible or liable in whatsoever manner.

Circumstances beyond control of Website like major road works, heavy rains, floods, traffic congestions, weather conditions, fairs, festivals, sport events, political / religious gatherings, strikes, moment restrictions, curfews, change of management / closure of hotels / restaurants, over booking of hotels, closure of / restricted entry at a place of wildlife sanctuary may result in changes in the Services. If you are not able to avail any Service due to any reason including but not limited to medical reason, the Website shall not provide any refund to you.

## **6. ACCESS TO THE WEBSITE:**

By registering for an account through the Website, You represent and warrant that You are the age of majority in Your jurisdiction (age 18).

Registration: You agree to (a) only provide accurate and current information about yourself, (b) maintain the security of your passwords and identification, (c) promptly update the email address listed in connection with your account to keep it accurate so that we can contact You, and (d) be fully responsible for all uses of your account. You must not set up an account on behalf of another individual or entity unless You are authorized to do so.

No Subscription of the Website or using of the Services deem to make You a member, shareholder or affiliate of Savana Safari for any purposes whatsoever, nor shall You have any of the rights of statutory members of Savana Safari.

You agree to abide by all applicable laws and regulations and are solely responsible for all acts or omissions by You on the Account.

**Termination:** Savana Safari reserves the right to modify or discontinue your Account at any time for any material breach of the obligations under this Terms of Use by You.

## **7. BOOKING:**

Tourist(s) can register and book Safari(s) online by paying initial amount to our authorised bank account (information regarding the same will be provided through email to interested customers). Package costs mentioned on the Website are provided as “per person” costs approximately and which excludes additional expenses such as adventurous activities (not included in the package), tipping, any additional food items purchased other than meals provided by Savana Safari etc.

We endeavour to secure our Website with protection technologies, to ensure that your information will be kept secure and confidential. However, Savana Safari will not be responsible with respect to online booking due to any reason which is not controllable such as booking engine's malfunction including software or network errors. Your online booking needs your confirmation of terms and conditions mentioned on online registration form. Tourist(s) can review our terms and conditions and privacy policy, which are displayed on our Website and which you will need to confirm and accept in the course of booking Safari(s) online.

The payment of initial registration amount indicates intention of Tourist(s) to participate in Safari(s) but does not entitle him to any of the services including travel hotel accommodations, bookings of safari, coach/bus/jeep etc. until the full tour tariff payment has been received by Savana Safari.

If full amount of tour tariff is not paid as per terms & conditions, Savana Safari reserves the right to cancel the booking/registration with consequent forfeiture of deposit/advance amount/entire part payment made to Savana Safari and/or the deduction of cancellation charges, at the discretion of Savana Safari. Savana Safari may provide discounts, loyalty points, complimentary products on booking of Safari(s) as the case may be subject to certain terms and conditions.

## **8. PAYMENTS:**

Payments shall be made as per the following stages –

<b><u>Serial Number</u></b>	<b><u>Number of Days for Booking Prior to Travelling Period</u></b>	<b><u>Percentage of Booking Amount of Package Cost (Per Person)</u></b>	<b><u>Cumulative Percentage</u></b>
1	51 days or more before departure	20%	20%
2	36 to 50 days before departure	30%	50%
3	21 to 35 days before departure	40%	90%
4	20 to 10 days before departure	10%	100%

**9. MODE OF PAYMENT:**

Payment shall be made by way of credit card, debit card, net banking, mobile wallet and/or any other authorised payment mechanism available directly to Savana Safari's authorised bank account. Details of bank account will be provided to interested customers through email. The payment shall be subject to GST or any other tax as may be applicable from time to time.

In case a User intends to cancel a particular Service availed, the refund policy of Savana Safari provided hereinafter shall be applicable. User shall check the refund policy carefully. In case of refund, the User may receive refund after deduction of certain administration charges. The Website shall provide refund to the same entity through which you had paid to book particular service and same mechanism shall be used to refund.

**10. POLICY REGARDING REFUND AND CANCELLATION:**

If you are forced to call off Safari(s), you must inform us in writing about such cancellation. A cancellation is insufficient until we get a copy of your written notice. In order to cover our estimated loss caused by your cancellation and as we may be unable to resell your tour, refund per person will be provided as follows –

<b>NUMBER OF DAYS PRIOR TO DEPARTURE APPLICABLE TO CANCELLATION APPLICATION RECEIVED BY SAVANA SAFARI</b>	<b>REFUND OF PACKAGE COST (PC) PAID PER PERSON</b>
45 days or more before departure	90% of PC
31-44 days before departure	75% of PC
16-30 days before departure	50% of PC
15 days before departure	NIL

**11. MODIFICATION IN ITENERARY:**

Safari(s) once announced will be strictly conducted as per the itinerary or schedule provided to You. However, Savana Safari reserves the right to change any or all parts of the tour itinerary for safety and wellbeing or for better experience of Tourist(s). In case of force majeure conditions Savana Safari may alter or modify tour itinerary or tariff accordingly. Such changes may be intimated to Tourist(s) prior to the start or on Safari(s) as the case may be. In case Safari(s) is/are curtailed due to any Unforeseen Events, Savana Safari shall not be liable to grant any refund of fees.

## **12. INSURANCE:**

While booking your Safari(s) it is advisable to arrange personal travel insurance which is relevant and effective. Tourist(s) shall apply discretion in terms of medical and health and seek necessary advice before participating in safari. The insurance should cover hospitalisation, injury, death or theft of Tourist(s) personal property and medical expenses. Activities with greater risk such as rock climbing, mountaineering and other adventurous activities should be covered under the policy.

## **13. VACCINATION:**

Savana Safari advises that Tourist(s) travelling for Safari(s) shall possess valid, relevant and applicable document regarding yellow fever vaccination and any other relevant document in connection to vaccination as may be applicable from time to time.

## **14. RESPONSIBILITIES OF TOURIST(S):**

Savana Safari provides the following guidelines that need to be adhered by Tourist(s) throughout the Safari-

- i** We provide Services of experienced Tour Manager and drivers. You are required to adhere to the instructions provided by Tour Manager and/or forest rangers/ guards/guides as may be applicable throughout the Safari.
- ii** You are required to submit the relevant documents and photographs within stipulated time to Savana Safari at the time of booking of Safari(s). In case of any additional information if required it should be made available to Savana Safari in order to complete booking and other required procedures.
- iii** The Tour Manager or local guide have unconditional rights, while on tour to leave any Tourist (s) if he / she is not present at a given time and at a given place. In such cases Savana Safari is not responsible or liable to pay any compensation to You for any missed sightseeing or transportation or meals etc.
- iv** Smoking, consumption of alcoholic beverages, ice creams, chewing gum and snacks is strictly prohibited in coaches/buses/jeeps.
- v** No seats are reserved except the first two seats for the Tour Manager. It is fair to enforce daily seats rotation. Please adhere to the instructions given by the Tour Manager in this regard.
- vi** As per the law in many countries, it is mandatory to wear a seat belt in the coach/jeep. If You are not following rules regarding the same, You may have to pay fines to the police / local authorities. Savana Safari will not be liable for any damages or losses suffered by You due to any such incidence.
- vii** Tourist(s) shall not leave behind any personal item / valuable property in the coach/bus/jeep, while disembarking the coach. Savana Safari will not be responsible or liable in case of loss of any personal item or any such valuable property either in the coach, car, hotel, any sightseeing place, or restaurants etc under any circumstances.
- viii** We strongly recommend that not to carry valuable goods or accessories while You are on Safari(s). However, You shall be solely responsible for your valuables including mobile phones,

camera, lenses, video camera, binoculars, watches etc and Savana Safari will not be responsible for loss of the same.

- ix** It is entirely Your responsibility to arrange, provide and carry during tour valid travel and any identity documents including passport with necessary valid visas and immigration clearance (if applicable), sufficient foreign exchange, confirmed air tickets, documents confirming insurance to cover risk to life, limb and property for the duration of the tour, medical clearances, vaccination certificates as the case may be to be able to travel as per the tour itinerary.
- x** In case of any loss/theft/damage of passport while on tour, expenses including but not limited to cost towards duplicate passport, emergency departure or any other required documentation shall be incurred by You and Savana Safari shall not be responsible for the same.
- xi** At some places/destinations/country, there are paid toilet halts, which You need to bear at your own cost.
- xii** Shopping is one of the essential parts of any tour. You are made aware that Savana Safari neither recommends nor promotes any specific shop or vendor for shopping purpose. You may buy any goods or services at your own cost and risk. We do not take any responsibility or liability in case of misguiding or cheating by the shop vendor.

#### **15. GUIDELINES DURING SAFARI(S):**

- i** Respect timelines/schedules at which safari regulatory authorities permit you to watch wildlife.
- ii** Follow the guidelines and regulations instructed by your guide and respect their decisions.
- iii** Be more considerate about the wildlife and avoid disturbance by being quite or speaking in a low voice.
- iv** Do not feed, touch, tease or provoke wild animals.
- v** Do not click any selfies or photograph with animals.
- vi** Some animals are dangerous in nature. Do not interfere with such animals as you may place yourself and another Tourist(s) at high risk.
- vii** Do not purchase souvenirs that are made from wildlife products or other threatened natural materials – including turtle shell, feathers or ivory.
- viii** Do not encourage guides to move close to animals as this activity may disturb their natural routine.
- ix** Do not make any sudden movements when close to animals so as not to alarm it
- x** Try to avoid the use of flash photography to take photos of wildlife can alarm it leading to increased aggression.
- xi** If you are able, put something back into the conservation of the area/wildlife you have visited by making a personal contribution to support conservation in the area.
- xii** If you find any unpleasant incidence, please report to the concerned authorities and do not hesitate to file complaint against such incident.
- xiii** Do not carry any firearms, knife or any other sharp object that can damage/carve danger.

## **16. UNFORSEEN EVENTS:**

Tourist(s) understand, acknowledge and agree that Safari(s) and adventurous activities may pose danger to life- or life-threatening experience. Savana Safari manages and operates Safari(s) in such a way that You must get thrilling and comfortable experience while ensuring environmental conservation. However, You may face some unforeseen events during Safari(s) for which Savana Safari shall not be held responsible –

- i** Safari(s) may get cancelled without any prior information due to many unforeseen events such as rains, floods, government notification regarding restriction of entry in any particular area of wildlife sector, riots, civil unrest, strikes, lockouts etc. Savana Safari shall not be held liable for any such unforeseen events listed above.
- ii** Injury caused due to:
  - A.** Negligence or fault of driver/guard/guide/Tourist(s)/ other Tourist(s) Fault of Tourist(s) not adhering to instructions or guidelines for not wearing seat belt, safety vest, hard hat, safety shoes etc.

Savana Safari shall not be liable for any such loss/harm/injury/damages caused on account above listed items.

- iii** Savana Safari ensures to provide comfortable accommodation in renowned safari lodges including healthy meals and water etc. However, You have to take care of your health and note that –
  - A.** electricity supply will be provided as per instructions given by park management
  - B.** You need to cover your face if you are allergic to dusts etc and take all appropriated precautions.
  - C.** room services are not included in package cost and Tourist(s) shall bear such cost at their own.
- iv** Savana Safari ensures to provide You services of experienced Tour Manager and drivers. However, You may face some unforeseen events where you may be required to bear additional cost –
  - A.** Your flight may get delayed due to which You may fail to reach on time at destination point. You will appreciate that if other Tourist(s) have reached as per scheduled timeline. We may have to proceed with such Tourist(s) for the tour through coach/bus/jeep. In such case the additional cost for alternate car or any other vehicle shall be borne by You.
  - B.** It is advisable that You arrange personal insurance which is comprehensive, relevant and effective. However, in case You have not availed for personal insurance and You meet with any unwanted incident, medical emergency, then such cost for hospitalisation, medicine, treatment, air ambulance shall be solely borne by You and Savana Safari shall not be liable to bear such additional expenses.

**17. TRANSPORT:**

Coach/bus/jeep Seating – Savana Safari will provide coach/bus/jeep facilities while travelling for Safari(s). Every effort is made to ensure that vehicles are provided in a roadworthy condition, but no liability can be accepted by Savana Safari for breakdown, or any damage or delay. Savana Safari advises the Tourist(s) to carry the valuable items with them when they leave the travel mode. All baggage and personal effects are at all times and in all circumstances the responsibility of the Tourist(s). Savana Safari shall not in any manner be responsible or liable in case of loss of any items of the Tourist(s). Any damages caused by the Tourist(s) to the coach/bus/jeep and/or any other travel mode during the tour shall be reimbursed by the Tourist(s) to the concerned Independent Contractor and Savana Safari shall not be liable for the same.

**18. HOTELS:**

Savana Safari takes care to select hotels and book the same on behalf of Tourist(s) at convenient locations subject to availability. Hotel accommodation is generally provided on Twin sharing basis in standard rooms and the third bed is often a roll-away mattress put in a twin-bedded room. Most of the rooms have a private bath or shower. Air-conditioning, central heating and other facilities are provided by the hotels depending upon various factors including weather / climatic conditions, local systems, tour type, availability of power conditions etc. In case of any improvements with hotel services, Tourist(s) are requested to inform reception. All baggage and personal effects under all circumstances is the sole responsibility of Tourist(s). Hotel's management/administration shall be solely responsible for all the service-related issues of the hotel staff. Tourist(s) availing additional facilities over and above provided by Savana Safari such as paid television channels as well as any telephone/internet facilities are not included in tour cost and Tourist(s) shall bear the expenses for the same.

**19. RESTAURANTS AND MEALS:**

There is mostly a pre-set menu for meals depending on the tour program. Meal programme will generally include breakfast, lunch and dinner as per the travel programme on day to day basis. Savana Safari shall provide packaged drinking water bottles during Safari(s). Tourist(s) shall bear any additional cost of drinking water bottles purchased beyond what is provided by Savana Safari. Savana Safari serves vegetarian food and non-veg food items as per availability. Savana Safari do not differentiate amongst the Tourist(s) by providing a special meal or special diet. Savana Safari shall endeavour to select the best quality restaurants for en-route lunch halts in terms of food, sanitation facilities, hygiene, service but shall not have direct control over their maintenance. Savana Safari also provides packed lunch food while travelling for Safari(s). No Complaints / Claims for refund in respect of the meals shall be entertained and Savana Safari reserves the right to change the menu and arrangements of the meals without assigning any reasons, therefore.

**20. TOUR MANAGER:**

Savana Safari may provide experienced Tour Manager to guide Tourist(s) regarding Safari(s) and any other adventurous activities. On the entire tour the Tourist(s) are to be responsible and carry the baggage on their own and Tour Manager shall not be responsible for the baggage of Tourist(s). The instructions and information of the Safari(s) are to be followed in the group tours and Tour Manager is not responsible for any instructions overruled by the Tourist(s) and its consequences. Tour Manager reserves the right to amend/reshuffle/alter itinerary without assigning any reason to Tourist(s).

**21. BAGGAGE:**

Tourist(s) are responsible for their own baggage. The baggage at hotel and restaurants, during any travel, in coaches, bus, jeep, during sightseeing or in wildlife sanctuary etc Tourist(s) have to verify and be responsible for the same. The portorage or the tips for services rendered to carry Tourist(s) baggage to the rooms is Tourist(s) responsibility and have to be paid directly to the service provider. Any helper arranged by Tourist(s) at any train stations, airports, at immigration points or any other place, is the sole responsibility of Tourist(s) and Tourist(s) shall have to pay tip directly to them.

**22. CHANGE IN TERMS:**

Website reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services and the Website (or any part thereof) with or without notice. Further, the Website reserves the right to change these Terms of Use at any time. Website will provide a notification or pop up in case of any changes in Terms of Use and Privacy Policy at the time of landing on the page or signing in. You are responsible for regularly reviewing the Terms of Use. Continued use of the Website after any such changes shall constitute your consent to be bound by such changes. Your only right with respect to any dissatisfaction with these Terms of Use; any policy or practice of ours in operating the Website or any Content available through the Website, is to stop visiting and using the Website.

**23. CONTENT AVAILABLE:**

You acknowledge that Website does not make any representations or provide any warranties about the material, data, and information, such as data files, text, facts and figures, computer software, code, audio files or other sounds, photographs, videos, or other images that is shared by Users or any other content provider (collectively, the "Content") which You may have access to as part of listing of Website, or through Your use of this Website. Under no circumstances, Website is liable in any way for any Content, including, but not limited to any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, linked from, or otherwise accessible through or made available via the Website. You understand that by using this Website, You may be exposed to Content that You may consider inappropriate, dangerous, offensive, indecent, or objectionable due to religious values, culture, caste,

nationality, beliefs or due to any other reason. Videos, photos which are provided by other Users may or may not be checked by Website.

**24. CONTENT SUPPLIED BY YOU:**

You represent, warrant, and agree that no Content or Details shared by You with Website (“Your Content”), violates or infringes upon the rights of any third party, including any patent, copyright, trademark, privacy, publicity, or other personal or proprietary rights, breaches or conflicts with any obligation, such as a confidentiality obligation, or contains libellous, defamatory, or otherwise unlawful material.

You grant us a personal, limited, revocable, non-transferable and non-exclusive right to use the content and details including but not limited to Trademarks, Service Marks, logos etc. submitted by You for providing the listing, You also grant us the right (i) to display your content and details on the Website (ii) promote or distribute it for the access of other Users.

You agree that You are solely responsible for your Content made available by You through the Website including but not limited to any liabilities arising out of any third-party infringement claims.

We reserve the right to screen, refuse to post, remove or edit Your content at any time and for any or no reason in our absolute and sole discretion without prior notice, although we have no duty to do so or to monitor any public forum. If we elect to screen Your Content, there may be a delay in posting of such content in a public forum to allow for a review process. If we have questions about Your Content including, without limitation, the copyright, we may contact You for further information including, for example, to verify that You own the copyright or otherwise obtain necessary permission to post the material.

**25. LINKS TO THIRD PARTY SITES:**

This Website may contain links to other website owned and operated by third parties who are not related to the Website (“Linked Websites”). The Linked Websites are not under the control of Savana Safari and Website is not responsible for the content of any Linked Website or any hyperlink contained in a Linked Websites and makes no representation or warranty with respect to the content of any such third-party sites.

Savana Safari provides these links to You for convenience only and the inclusion of any link does not imply any endorsement of the Linked Website by Savana Safari. Your link to any such Linked Website is entirely at your own risk. Website is not a party to any transaction between You and a Linked Website. Your use of a Linked Website is subject to the terms and conditions of that site.

The Website may also contain third party advertisements, if any. The display of such advertisements does not in any way imply an endorsement or recommendation of the relevant advertiser, its products and services. You are referred to the relevant advertiser for all information regarding the advertisement and its products and services. Website accepts no responsibility for any interaction

between You and the relevant third party and is released from any liability arising out of or in any way connected with such interaction.

**26. ANCILLIARY SERVICES:**

You may get access to message boards, chat rooms, forums, blogs, emails, workshop, seminars and other feature (“Ancillary Services”) that are offered from time to time on the Website and may be operated by us or by a third party on our behalf. Savana Safari shall not be responsible for any copyright infringement for the blogs written by Users on the Website. You shall not use these Ancillary Services to perform any illegal activities (including without limitation defaming, abusing, harassing, stalking, threatening, promoting racism or otherwise violating the legal rights, such as rights if privacy of others) or immoral activities, falsely stating or otherwise misrepresenting Your affiliation with a person or entity. You shall not use a message board, chat rooms, e-mail to express Your concerns or differences with a specific member. You shall be solely responsible if you purchase consume any Services in accordance with the recommendations, reviews or comments of the consumers who have purchased Products or consume Services earlier.

**27. PROHIBITED CONDUCT:**

You agree not to engage in any of the following activities:

**Violating laws and rights:**

You shall not (a) use the Website for any illegal purpose or in violation of any local, state, national, or international laws, (b) violate or encourage others to violate any right of or obligation to a third party, including but not limited to, by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights.

**Solicitation:**

You shall not use Website, or any information provided through the Website for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, or any other form of unsolicited or unwelcome solicitation.

**Disruption:**

You shall not use the Website in any manner that could disable, overburden, damage, or impair the Website, or interfere with any other party’s use and enjoyment of the Website; including by (a) uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide any of Savana Safari’s listing on the Website, or violating any regulation, policy, or procedure of any network, equipment, or server.

**Harming others:**

You shall not share or transmit Content or Details that are harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act;

You shall not intimidate or harass another through the Website; and, You may not post or transmit any personally identifiable information about persons without obtaining such persons express permission to do so through the Website.

**Impersonation or unauthorized access:**

You shall not impersonate another person or entity, or misrepresent your affiliation with a person or entity when using the Website;

You shall not use or attempt to use another's account or personal information; and, You shall not attempt to gain unauthorized access to the Website, or the computer systems or networks connected to the Website, through hacking password mining or any other means.

**28. DEALINGS WITH ORGANISATIONS AND INDIVIDUALS:**

You acknowledge and agree that the Website shall not be liable for your interactions with any other Users on the Website or Tourist(s) of Safari(s). This includes, but is not limited to, payment and listing, if any, and any other terms, conditions, warranties or representations associated with any interaction You may have with other Users. These dealings are solely between You and such other Users. You agree and acknowledge that Website shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or interactions. If there is a dispute between Users on the Website, or between Users and any third party, You understand and agree that Website is under no obligation to become involved in such dispute. In the event that You have a dispute with one or more other Users, You hereby release Website, its officers, employees, agents and successors from any and all claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our Website.

**29. DISCLAIMER OF WARRANTIES:**

You expressly acknowledge and agree that use of the Website and the purchase and consumption Services is entirely at your own risk and that the Website and the listing of Services therein are provided on an "as is" or "as available" basis, without any warranties of any kind. All express and implied warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law. To the fullest extent permitted by law, Savana Safari, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Website and the listing of Services and your use thereof. Savana Safari makes no warranties or representations

about the accuracy or completeness of the listing or the Website's content or the details and content shared by the users or the content of any third party websites linked to the Website and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website, (iii) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the Website, (v) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Website by any third party, and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, communicated, transmitted, or otherwise made available via the Website or listing. Website does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a service provider/merchant or a third party through the Website or any hyperlinked website or featured in any banner or other advertising, and Website shall not be a party to or in any way be responsible for monitoring any transaction between You and/or other users and/or third-party providers of listing.

### **30. LIMITATION OF LIABILITY:**

In no event shall Savana Safari, its officers, directors, employees, or agents, be liable for direct, indirect, incidental, special, consequential or exemplary damages (even if Savana Safari has been advised of the possibility of such damages), resulting from any aspect of your use of the Website, including without limitation whether the damages arise from use or misuse of the Website, from inability to use the Website, or the interruption, suspension, modification, alteration, or termination of the Website. Such limitation of liability shall also apply with respect to damages incurred by reason of listing or rendered through or advertised in connection with the Website or listing or any links on the Website, as well as by reason of any information, opinions or advice received through or advertised in connection with the Website or listing or any links on the Website. These limitations shall apply to the fullest extent permitted by law. You specifically acknowledge and agree that Savana Safari shall not be liable for user details and contents or the defamatory, offensive, or illegal conduct of any user or third party and that the risk of harm or damage from the foregoing rests entirely with You.

In any event, the total aggregate liability of Website to You under any applicable law whatsoever for all loss or damage arising out of listing or access to the Website shall be limited to amount of Services consumed by You on the Website.

### **31. INDEMNIFICATION:**

You agree to indemnify us and hold us harmless from and against any claims arising out of or relating to: (i) Details and Content that You submit or transmit (ii) your violation of any rights of any other person in connection with the Website, (iii) infringement of any third party intellectual property rights, (iv) any breach of the terms and conditions of this Terms of Use, (v) any breach of applicable law by You (vi) any representation and warranties made in relation to the Services (vi) transactions (present and subsequent) between You and the Users and any other service providers or merchant and (vii) any violation of any laws and regulations. In the event that You have a dispute with one or more service providers/merchant, You hereby release the Website, its officers, employees, agents and

successors from any and all claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes.

### **32. ANTI-SPAM POLICY:**

You certify that You shall use Services in accordance with these Terms of Use. You are forbidden to transmit unsolicited commercial email (spam) by using the listing. Additionally, You are required to reconfirm (permission pass) or stop mailing an existing list when it is determined to be in violation of our anti-spam policy. Repeated violations or failures to comply with this anti-spam policy shall result in termination of your access to the listing. You agree and acknowledge that, we shall not be held liable for any claim that may arise due to your violation of this anti-spam policy.

### **33. PRIVACY POLICY:**

The Website is committed to responsibly handling the information and data we collect through the Website in compliance with our Privacy Policy. The data provided by the Users shall be kept with the administrator of the Website and shall not be shared.

### **34. OWNERSHIP OF INTELLECTUAL PROPERTY:**

The Website and all the rights including but not limited to intellectual property rights subsisting under or in relation to the Website are owned by the Savana Safari and its affiliates, subsidiaries, licensors, Users, service providers, merchants as the case may be. The Website respects copyright, and we prohibit Users from submitting,

If You believe that the Website contains elements that infringe your intellectual property rights in your work, please notify us immediately. If we receive intellectual property right infringement claim notification, and it is felt appropriate, we may remove all such content which is indicated as infringing and/or take any other appropriate action at our discretion. If You believe that material on our Service and Product infringes a copyright, You may notify us at **customer care@savanasafari.in** with the details.

All materials on this Website, including but not limited to audio, images, software, text, icons and such like (the "Website Content"), are protected by copyright under the copyright laws. You cannot use the Website Content, except as specified herein.

Savana Safari is the trademark solely owned by Savana Safari LLP. There may be proprietary logos, service marks and trademarks found on the Website whether owned/used by us or otherwise. By displaying them on the Website, we are not granting You any license to utilize those proprietary logos, service marks, or trademarks. Any unauthorized use of the Website Content may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes.

### 35. **TERMINATION:**

If You wish to terminate this Agreement, You may immediately stop accessing or using Savana Safari. Your right to access and use the Website terminates automatically upon your material breach of any of the terms of these Terms of Use. Website reserves the right to modify or discontinue your Account at any time for any material breach of the obligations under these Terms of Use.

**Survival:** The disclaimer of warranties, the limitation of liability, indemnity and the jurisdiction and applicable law provisions shall survive any termination.

### 36. **MISCELLANEOUS TERMS:**

**Choice of Law and Jurisdiction:** These Terms of Use are governed by and construed according to the laws of India, the acceptance of the Terms of Use shall be deemed to have been given at Thane and the courts in Thane, Maharashtra, India shall have exclusive jurisdiction to entertain any proceedings in any way relating to or concerning these Terms of Use or any rights, duties, obligations or liabilities arising there under to the exclusion of all other courts in India.

**Force Majeure:** Without limiting the foregoing, under no circumstances shall the Website is held liable for any damage or loss due to deficiency in performance of Services or delay in delivery of services resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, software failures, machinery breakdown, strike, or due to government regulations, floods, storms, electrical failure, civil disturbances, riots and any other reason beyond reasonable control of the service provider/merchant or the Website.

**No waiver:** The Website's failure to insist on or enforce strict performance of any of the terms of these Terms of Use shall not be construed as a waiver of any provision or right.

**Severability:** If any part of these Terms of Use is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

**No agency relationship:** You agree that no joint venture, employment, or agency relationship exists between You and the Website as a result of these Terms of Use or from your use of the Website or listing.

**Entire Agreement:** These Terms of Use and Privacy Policy constitute the entire agreement between You and the Website relating to this subject matter and supersede any and all prior communications and/or agreements between You and the Website relating to this subject matter.

### **ADDITIONAL CONDITIONS FOR USERS OUTSIDE INDIA:**

You agree and acknowledge that the Website facilitates listing and buying in India and the rules, regulations and consumer rights may differ from Your local geographical legal systems and You may not receive the same benefits. You shall check all the legal rights before You start using the Website. There are certain privacy related regulations applicable to certain specific geographies and You have to check if You are covered under such regulations.