

# Cinch India Innovations LLP / Bharat Pass Refund and Cancellation policy

All sales of prepaid recharge on the Bharat Pass Platform are final with no refund or exchange permitted. You are responsible for the mobile number or DTH account number for which You purchase the prepaid recharge and all charges that result from those purchases. You are also responsible for the information relating to data card and toll-tag recharge and all charges that result from those purchases. Bharat Pass is not responsible for any purchase of prepaid recharge for an incorrect mobile number or DTH account number or incorrect toll or data card information. However, if in a transaction performed by You on the Bharat Pass Platform, money has been charged to Your card or bank account and recharge is not delivered within 24 hours of the completion of the transaction, then You shall inform us by reaching out to our customer services on the Bharat Pass Platform. Please include the following details – the mobile number (or DTH account number or data card or toll-tag information), operator name, recharge value, transaction date, and order number. Paytm will investigate the incident and, if it is found that money was indeed charged to Your card or bank account without delivery of the recharge, then You will be refunded the money within 21 working days from the date of receipt of Your e-mail. All refunds will be normally credited to the source of the payment. For credits to your Bharat Pass wallet, You can trigger a request in Your Bharat Pass wallet to transfer the money from Your Bharat Pass wallet back to your source. It will take 7-21 working days for the money to show in Your bank account depending on Your bank's policy.

## Bill Payments

In order to use the bill payments service or any other Bharat Pass Service, You will need to obtain access to the World Wide Web or the Internet, either on a computer or on any other device that can access web-based content. You must have all equipment necessary to make such a connection to the World Wide Web or the Internet. Bharat Pass and/or the Bharat Pass business partner (including Bharat Pass's bill payment partners) reserve the right to charge and recover from You, such fees for availing the service. These charges shall be effective from the time when they are posted on the Bharat Pass Platform or on the Bharat Pass business partner's channel/portal/website through which You are availing the specific service. You are bound by such revisions and should therefore visit the Bharat Pass Platform to review the applicable fees which may vary from time to time. In the event that You stop or seek a reversal of the payment instructions as may have been submitted, Bharat Pass shall be entitled to charge and recover from You and You shall be liable to pay such charges. Bharat Pass offers a convenient and secure way to make payments towards identified biller(s) using a valid payment account. Depending upon the Bharat Pass business partner through whom the specific service is availed by You (i) the specific features of the service may differ; (ii) the number of billers available over the service may differ; (iii) the type and range of payment accounts that can be used to issue payment instructions may differ; (iv) the modes/devices over which the service can be accessed may differ; and (v) the charges, fees for availing the service or any aspect of the service may differ.

Specific details related to these aspects would be available with the Bharat Pass business partner on their channel/portal/website over which the service is being availed. From time to time, Bharat Pass, at its sole discretion, can add to or delete from such a list of billers or types of payment accounts that can be used in respect of making payments to a biller. The type and range of payment accounts that can be used for making

payments may differ for each biller depending on biller specifications. There may be additional fees/charges when using certain types of payment accounts in respect of a biller. The terms upon which a payment can be made to a biller can differ depending on whether a card or a bank account is used to issue the payment instruction. Further, depending on the specific facilities allowed by a Bharat Pass business partner, payments to a biller can be made: (a) by issuing a payment instruction for an online debit/charge to a payment account or (b) by scheduling an automated debit to a payment account. In using the bill payment service, You agree to:

- provide true, accurate, current, and complete information about Yourself (“**Registration Data**”), Your payment account details (“**Payment Data**”), Your biller details (“**Biller Data**”); and
- maintain and promptly update the Registration Data, Payment Data, and Biller Data to keep it true, accurate, current, and complete always. If You provide any information that is untrue, inaccurate, not current, or incomplete, or Bharat Pass has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Bharat Pass has the right to suspend or terminate Your account and refuse any and all current or future use of the Bharat Pass Services/ Bharat Pass Platform (or any portion thereof). The term biller includes telecom operators.

Bharat Pass assumes no responsibility and shall incur no liability if it is unable to affect any payment instruction(s) on the payment date owing to any one or more of the following circumstances:

- If the payment instruction(s) issued by You is/are incomplete, inaccurate, invalid, and delayed;
- If the payment account has insufficient funds/limits to cover the amount as mentioned in the payment instruction(s);
- If the funds available in the payment account are under any encumbrance or charge;
- If Your bank or the clearing Center refuses or delays honoring the payment instruction(s);
- If payment is not processed by the biller upon receipt;
- Circumstances beyond the control of Bharat Pass (including, but not limited to fire, flood, natural disasters, bank strikes, power failure, systems failure like computer or communication lines breakdown, unforeseeable causes, or interference from an outside force).

In case the bill payment is not affected for any reason, You will be intimated on the Platform about the failed payment.

## Bus Tickets

1. Bharat Pass is only a bus ticket agent. It does not operate buses, or offers bus transport services. In order to provide a comprehensive choice of bus operators, departure times and prices to customers, Bharat Pass has tied up with many bus operators and service providers.
2. Bharat Pass’s advice to customers is to choose the bus operators who they are aware of and whose service they are comfortable with.
3. Bharat Pass’s responsibilities include:
  - issuing a valid ticket (a ticket that will be accepted by the bus operator) for its network of bus operators;

- providing refund and support in the event of cancellation; and
- providing customer support and information in case of any delays/inconvenience.

Bharat Pass's responsibilities do not include:

- The bus operator's bus not departing/reaching on time;
- The bus operator's employees being unprofessional or engaging in unlawful conduct;
- The bus operator's bus seats, etc., not being up to the customer's expectation;
- The bus operator cancelling the trip due to any reason;
- The baggage of the customer getting lost/stolen/damaged;
- The bus operator changing a customer's seat at the last minute to accommodate any of the following passengers: senior citizens, children, pregnant women, persons with disability or any other person in a situation of emergency;
- The customer waiting at the wrong boarding point (please call the bus operator to find out the exact boarding point if You are not a regular traveller on that bus or route);
- The bus operator changing the boarding point and/or using a pick-up vehicle at the boarding point to take customers to the bus departure point.
- The arrival and departure times mentioned on the ticket are only tentative timings. However, the bus will not leave the source before the time that is mentioned on the ticket.
- Passengers are required to furnish the following at the time of boarding the bus:
  - A copy of the ticket (Mobile Ticket, a printout of the ticket or the printout of the ticket e mail).
  - Identity proof (Aadhaar Card, Driving license, Student ID card, Company ID card, Passport, PAN card or Voter ID card). Failing to do so, they may not be allowed to board the bus.
- Passengers must also be aware of the following:
  - Change of bus: In case the bus operator changes the type of bus due to some reason, Bharat Pass will refund the differential amount to the customer upon being intimated by the customer within 24 hours of the journey.
  - Cancellation Policy: Passengers are expected to read the ticket cancellation policy carefully. Tickets will be cancelled as per the cancellation policy linked with the ticket. The transaction charges will not be refunded in the event of ticket cancellation.
  - Refund policy mentioned on the ticket is indicative. The actual cancellation charges are determined by bus operators and bus providers at the actual time of cancellation. Paytm has no role in governing the cancellation charges.
  - Cancellation charges are calculated on the actual fare of the ticket. If any discount coupons are used while purchasing the ticket, the discounted value would be used to calculate the refund amount when a ticket is cancelled.
  - In case a booking confirmation e-mail and SMS gets delayed or fails because of technical reasons or as a result of incorrect e-mail ID/phone number provided by the user, etc., a ticket will be considered 'booked' if the ticket shows up on the confirmation page of the Bharat Pass Platform.
  - Amenities on the buses as shown on Bharat Pass have been configured and provided by the bus service provider (bus operator). These amenities will be provided unless there are some exceptions on certain days. Please note that Bharat Pass provides this information in good faith

to help passengers to make an informed decision. Provision of video, air conditioning, and any other services mentioned by Bharat Pass's travel partners in the buses is their own responsibility. Any refunds/claims due to non-functioning or unavailability of these services need to be settled directly with the bus service provider.

- **Bharat Pass is not responsible for any kind of journey inconvenience, injury, or death, caused during the journey or flowing from the journey.**
- For any issues relating to cancellation or refund, the passenger may contact Bharat Pass within 15 days of date of travel, beyond which period request would not be processed.
- Bharat Pass may call the mobile phone number provided by You while registering with the Bharat Pass Platform, or any updated mobile number subsequently provided by You on the Bharat Pass Platform, or contact You via e-mail, for the purpose of collecting feedback from You regarding Your travel bookings, including but not limited to the bus facilities and/or services of the bus operator.
- Grievances and claims related to the bus journey should be reported to Bharat Pass support team within 10 days of Your travel date.

## **Refunds in cases where Airline is declared Insolvent or Bankrupt**

Bharat Pass shall not be liable to pay any refunds whatsoever in cases where the airline closes its operations or declares itself as insolvent or has been declared as insolvent in any legal proceedings. The customers or clients or agents shall **not** hold Bharat Pass liable to pay the refunds as assured at the time of booking of ticket in cases where the airline closes its operation or declares itself as insolvent or has been declared as insolvent in any legal proceedings.

## **Movie Tickets**

### **Movie Ticketing Policy**

Bharat Pass is an intermediary within the meaning of the Information Technology Act, 2000 and the rules thereunder and merely facilitates the sale and purchase of movie tickets between the merchant, i.e., the cinema owner/cinema partner/theatre partner, and customer / You. For the purposes of this section, a merchant shall mean a cinema owner or the person owning an inventory of movie tickets that are being sold on the Bharat Pass Platform. Bharat Pass does not at any point of time during any transaction between the customer and the merchant, take the ownership of products/services provided by the merchant. Nor does Bharat Pass at any point assert any rights or claims of products/services offered by the merchant to the customer / You. In using the Bharat Pass Platform for purchasing movie tickets, the customer / You explicitly agree and acknowledge that:

- Bookings for the tickets once made by the customer / You cannot be cancelled, modified, exchanged, or refunded unless such policies are provided at the cinema / Bharat Pass Platform and opted-in by the customer / You while making the movie bookings.
- Your booking confirmation will be sent via an e-mail and / or SMS to the Bharat Pass registered contact details and/or shown in the movies section of Bharat Pass Platform.
- Booking ID and / or order ID generated through the Bharat Pass Platform, which also includes the Bharat Pass website/application shall be considered as a valid booking ID by Bharat Pass. Any claims/issues

pertaining to the booking ID should be raised with and resolved at Bharat Pass's customer care and its decision shall be final and binding. Such complaints shall be raised on the Bharat Pass platform via Help & Support section.

- Customer / You are advised to keep Your booking IDs secure and in the possession of either Yourself or an authorized representative. Please be aware that anyone who possesses the booking ID will be permitted to exchange it for a valid ticket, without further security checks, if they are considered to be the authorized holder of the booking ID.
- Customer / You, or the person collecting the ticket(s) on your behalf, will need to present the booking ID / QR code at the counter in order to avail a physical ticket / digital ticket from the cinema box office at the premises of the cinema hall concerned.
- Please add cinchranchi@gmail.com, [bharatpass91@gmail.com](mailto:bharatpass91@gmail.com) to Your address book to ensure e-mail delivery in your Bharat Pass registered e-mail ID's inbox / spambox. Bharat Pass shall not be responsible for any loss caused due to the confirmation e-mail or any other e-mail relating to the ticket booking process not being delivered to Your primary e-mail inbox. You may also refer the booking confirmation screen to check the booking details.
- If You do not receive the booking ID (in the form of SMS / e mail / in-app notification / on the Bharat Pass Platform screen) after submitting payment information, or if You receive an error message or service interruption after submitting payment information, You should refresh the page / relaunch the Bharat Pass Platform to get the updated status as booking confirmation can take up to 30 (thirty) minutes. If no booking ID is received even after 30 (thirty) minutes of payment, you should immediately report to the Bharat Pass customer care. Bharat Pass shall not be responsible for any losses occurred during this process, due to any default on the part of banks, payment aggregators etc. or for reasons not attributable to Bharat Pass.
- Booking charges and/or internet handling charges are levied on all tickets booked online.
- The holder of a physical ticket / digital ticket is deemed to be the owner of the ticket(s).
- In some cases, the cinema might request You to show the movie booking confirmation email/SMS/printout out/confirmation message of the movie booking on the Bharat Pass Platform in order to validate Your booking. As per cinema/theatre admission policy, in case a physical ticket is lost or misplaced or a digital ticket is not presented via the Bharat Pass Platform, a duplicate ticket might not be issued. Final decision to allow entry will be at the sole discretion of the cinema / theatre management.
- Before purchasing the tickets, You are advised to check the warning about age restrictions for that particular movie. As per applicable laws, individuals under the age of 18 (eighteen) shall not be permitted to enter for movies with an A (adult) rating. Additionally, You are further advised to check for any other applicable entry restrictions or ratings that may be in place for specific movies.
- 3D charges (wherever applicable) may already be included in the ticket prices or may be charged separately from ticket prices or may be collected by the cinema / theatre partner on the cinema premises. Details of charges collected by Bharat Pass will be shown before making the payment. Customer / You should review the transaction amount before making the booking.
- As per the cinema / theatre admission policy, You need to purchase tickets for children above the age of 3 (three) years.
- As per the cinema / theatre admission policy, outside food and beverages are not allowed inside the cinema hall's premises.

- You are advised to avoid carrying laptops, handycams, digital cameras and any such electronic equipment to the cinema theatre. You are advised to check with the cinema about any restrictions which might be in place for that particular cinema / theatre.
- If the merchant cancels or reschedules the show, Bharat Pass shall not be held responsible for such cancellation(s). If a merchant cancels or reschedules a movie, Bharat Pass will notify the customer / You on best effort basis and shall provide a refund according to the cinema / theatre's policy. Where refund is permissible as per the cinema / theatre's policy, Bharat Pass shall automatically issue a refund to Your original payment mode(s) / other payment mode as opted by customer / You with applicable deductions from the amount paid by customer / You for the movie ticket(s) (including any add-on products) booked on Bharat Pass. After Bharat Pass processes the refund, the amount shall be reflected in your bank account/payment mode as per bank timelines.
- If You pay an incorrect amount for a movie ticket, whether due to an error in the displayed price on the Bharat Pass Platform or otherwise communicated to customer / You, or if You are able to book a movie ticket before its scheduled on-sale or presale date, or if You book a movie ticket that was not supposed to have been released for sale, Paytm reserves the right to cancel that particular movie ticket or order and refund the amount that you had paid to the original payment mode(s). This policy applies even in the case of human error or a transactional malfunction on the Bharat Pass Platform.
- All seat layouts are only for representational purposes and the distance between rows including distance from the movie screen can differ from the actual cinema/theatre auditorium.
- In some cases either entire Audi or few seating categories of the Audi could be free seating. In Free seating Audi / seating categories, customer / You can only select the count of seats to be booked. No particular seat is booked and booking details will only show the count of seats booked. In such cases seats are allotted on First come First Serve basis by the cinema/theatre partner.
- Some cinemas allow customers to book movie tickets on Bharat Pass platform by only paying the booking charges/internet handling charges. The ticket price amount is collected by cinema/theatre partner at the cinema/theatre before allowing entry to the cinema/theatre. Information about cinemas working on such a model will be shown to the Customer / You during the movie booking flow. Customer / You should check the details shown before proceeding with the booking.
- All images shown in the food & beverages section are for representational purposes only.
- In the food & beverages section, any nutritional and / or energy and / or allergens information provided against an item is an approximation and is basis the information shared per-serving by the Cinema. It may differ / vary based on ingredients & portion sizes.
- By booking a ticket on the Bharat Pass Platform, You agree and undertake to adhere to and comply with the terms and conditions of respective cinemas / theatres in respect of all the bookings made by customer / You for the tickets through the Bharat Pass Platform.
- We may share booking information with the cinema / theatre partners, such as customer's name, booking ID, customer's phone number and / or e-mail ID including any other relevant information for smooth customer entry flow within the cinema premises and such information would be used for smooth booking experience and / or availing loyalty or rewards points benefits from the cinema/theatre partners, if any.
- By accepting the T&Cs, including the specific terms and conditions in this section, You accept that Bharat Pass may send the alerts to the mobile phone number / e-mail / Paytm Platform notification /

WhatsApp as per the details provided by You while registering on the Bharat Pass Platform or to any such number replaced and informed by You subsequently.

- Notwithstanding anything to the contrary contained herein, neither Bharat Pass nor affiliates of Bharat Pass / related entities / group companies / subsidiaries of Bharat Pass or its officers, directors, employees, agents shall have any liability to You or to any third party for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or relating to the T&Cs, the Bharat Pass Platform or Bharat Pass Services, even if any of said parties had been advised of, knew of, or should have known of, the possibility of such damages. To the maximum extent permitted by law, Bharat Pass's maximum aggregate liability to You for any causes whatsoever, and regardless of the form of action (whether liability arises due to negligence or any other tort, breach of contract, violation of statute, misrepresentation or for any other reason), shall always be limited to the ticket price or Rs. 5,000, whichever is lower. To the maximum extent permitted by law, You waive, release, discharge and hold harmless Bharat Pass, affiliates/related entities / group companies / subsidiaries of Bharat Pass and each of their directors, officers, employees, and agents, from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of your use of the Bharat Pass Platform and/or Bharat Pass Service. In case of any issues, the interpretation of the same shall be at the sole discretion of Bharat Pass and shall be considered as final and binding on You.
- Under no circumstances should customer / You entertain anyone who is selling printouts or SMS messages of booking IDs claiming to be generated by Bharat Pass. If You happen to come across someone who is engaged in this activity, it is important that you report it promptly to Bharat Pass customer care team and to Your local police station.

### **Cinema Cancellation Policy**

1. Cinema / theatre partners may choose to provide flexibility of movie ticket cancellation at their own discretion. These details as made available to Bharat Pass will be available to customer / You at the time of the movie ticket booking.
2. Benefits of cinema partner's cancellation policy would be passed on to customer / You on "as-is" basis and Bharat Pass has no rights / control on the cancellation policy of cinema/ theatre partners.
3. Cinema / theatre partners may change the refund slab of ticket cancellation without any prior information and the refund amount may vary from time-to-time. You should check the complete booking and cancellation policy before proceeding to book tickets.
4. Cancellation charges provided by cinema/theatre partners will be applicable on cancellation of any booking which may vary from time to time or based on Your booking and cancellation policy. Bharat Pass shall not be held responsible for any such changes made to booking and / or cancellation policy.
5. Cinema / theatre partner may choose to provide such cancellation policy benefits to all or some selective users at their sole discretion.
6. Partial cancellation of an order / booking / tickets is not allowed.
7. Benefits of any applied promocode on the order will be considered as redeemed / fulfilled if the ticket(s) are cancelled by customer / You and the benefits of the promocode shall not be availed on any other bookings.

8. Refund received for the cancelled booking (if any) will be after deduction of any cancellation charges, booking charges, internet handling charges, food vouchers, 3D glass charges, applicable taxes and promotional benefits.
9. If the cancellation of the booking is unsuccessful for any reason, a refund will not be issued and the booking will be considered 'not cancelled' i.e. valid. You may try to cancel the booking after some time if the booking is still under the cancellation window as per the cancellation policy. In such cases customer / You must contact the Paytm customer care team and / or cinema customer support with Your booking details.
10. Cinch India Innovations LLP has the right in its sole discretion at anytime to adjust, supplement, modify, revise, terminate, or carry out any necessary alterations to these terms and conditions and/or the cancellation feature, either entirely or partially.

### **Food vouchers policy**

1. Bharat Pass has partnered with a few cinema chains to offer you food vouchers which can be redeemed at the cinema premises.
2. The food vouchers shall be available for purchase in the 'food section' of the Bharat Pass Platform while booking movie tickets for the respective cinemas.
3. On buying this food voucher, You will get a code through email and/or SMS which You can use to purchase food and beverage items at the cinema premises. You can also find the code on the order summary page which can be accessed by selecting Your order in your 'order history' of Your Bharat Pass website/application.
4. Based on the respective cinema partners' discretion, food vouchers purchased from any national/regional cinema chains may be valid at most of the cinemas under that cinema chain with few exceptions. You are advised to check the details / terms & conditions of the food voucher before making the purchase.
5. Each food voucher has an expiry date attached to it and is valid for any show till the expiry of that food voucher.
6. The food voucher is non-refundable, either before or after the expiry or in case of show cancellation or cancellation of booking as per cinema movie ticket cancellation policy.
7. Partial redemption of the food voucher is not allowed.
8. Cinema/theatre may allow only one food voucher to be redeemed in one transaction and any excess amount in addition to the one mentioned on the food voucher needs to be paid at the cinema/theatre.

## **Theme/Event/Water/Amusement Parks Tickets**

Bharat Pass is an intermediary within the meaning of the Information Technology Act, 2000 and the rules thereunder and merely facilitates the sale and purchase of tickets between the merchant and the customer. For the purposes of this section, merchant shall mean any theme park, water park, amusement park or any other similar establishment for which ticket(s) have been purchased through the Cinch India Innovations LLP /Bharat Pass Platform. Cinch India Innovations LLP /Bharat Pass does not at any point of time during any transaction between the customer and merchant take the ownership of any of the products/services provided by the merchant. Nor does Cinch India Innovations LLP /Bharat Pass at any point asserts any rights or claims over the

products/services offered by the merchant to the customer. In using the online ticketing service on the Cinch India Innovations LLP /Bharat Pass Platform, You explicitly agree and acknowledge the following:

- Bookings for the tickets once made by You cannot be cancelled, exchanged or refunded;
- Your booking confirmation will be sent via an e mail and/or SMS. For e-tickets, You need to print and present the e-mail confirmation at the ticket counter in order to avail a physical ticket(s)and/or band(s), as the case may be, from the ticket counter;
- Bharat Pass will not responsible for any loss, damage or injury sustained by the customer at the theme park/water park/amusement park premises or any other similar establishment for which ticket(s) were purchased through the Cinch India Innovations LLP /Bharat Pass Platform;
- Cinch India Innovations LLP /Bharat Pass will not be responsible if certain activities, rides, slides and attractions purported to be offered by the merchant were not functional on any particular day;
- By purchasing tickets through the Cinch India Innovations LLP /Bharat Pass Platform, You warrant and represent that You are in good health and acknowledge the risks that are incumbent while undertaking the activities offered by the merchants;
- Cinch India Innovations LLP /Bharat Pass shall will not be responsible for Your health, safety and well-being during or after undertaking the activities offered by the merchant;
- To collect the tickets from the ticket counter, it is mandatory for You to present to the merchant run ticket counter, the debit/credit card that has been used to book tickets along with the booking confirmation (SMS/e-mail printout). The holder of a physical ticket is deemed to be the owner of the ticket;
- A convenience fee per booking in respect of the ticket may be levied on the tickets booked by You online. Kindly check once before You make the booking;
- You need to make bookings for the tickets in respect of children (of certain age or height) as per the merchant terms and conditions;
- As per the merchant terms and conditions, in case a physical ticket and/or band is lost or misplaced, a duplicate ticket and/or band cannot be issued;
- If the merchant cancels the activities, Cinch India Innovations LLP /Bharat Pass will not be held responsible for the same. In such cases, Cinch India Innovations LLP /Bharat Pass will automatically issue a refund to Your Cinch India Innovations LLP /Bharat Pass wallet with applicable deductions the amount paid by You for the ticket(s) booked on Cinch India Innovations LLP /Bharat Pass within 96 hours from the event date;
- If You do not receive a confirmation number (in the form of a confirmation SMS or e mail) after submitting payment information, or if You receive an error message or service interruption after submitting payment information, You should immediately report to the Cinch India Innovations LLP /Bharat Pass customer care. Cinch India Innovations LLP /Bharat Pass will not be responsible for any losses occurred in the process;
- By making a booking of a merchant ticket, You agree and undertake to adhere to and comply with the terms and conditions of respective merchant establishments in respect of all the bookings made by You for the tickets through the Cinch India Innovations LLP /Bharat Pass Platform;
- As per the merchant terms and conditions, outside food and beverages are not allowed inside the premises;

- By accepting the T&Cs, including the specific terms and conditions in this section, You accept that Cinch India Innovations LLP /Bharat Pass may send the alerts to the mobile phone number/email provided by You while registering for the Cinch India Innovations LLP /Bharat Pass Platform or to any such number replaced and informed by You subsequently;
- Notwithstanding anything to the contrary contained herein, neither Cinch India Innovations LLP /Bharat Pass nor its affiliates of Cinch India Innovations LLP /Bharat Pass, its officers, directors, employees shall have any liability to You or to any third party for any direct, indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or relating to these terms, the Paytm Platform or the Cinch India Innovations LLP /Bharat Pass Services, even if any of said parties had been advised of, knew of, or should have known of the possibility of such damages. To the maximum extent permitted by law, Cinch India Innovations LLP /Bharat Pass's maximum aggregate liability to You for any causes whatsoever, and regardless of the form of action (whether liability arises due to negligence or any other tort, breach of contract, violation of statute, misrepresentation or for any other reason), will at all times be limited to Rs. 5,000. To the maximum extent permitted by law, You waive, release, discharge and hold harmless Cinch India Innovations LLP /Bharat Pass or affiliates of Cinch India Innovations LLP /Bharat Pass, and each of their directors, officers, employees, from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of Your use of the online platform;

## Coupon Redemption

In addition to the T&Cs, coupon redemption is subject to standard and specified terms and conditions mentioned by respective retailers. Coupons are issued on behalf of respective retailers. Hence, any damages, injuries, losses incurred by the You as a result of using the coupon are not the responsibility of Cinch India Innovations LLP /Bharat Pass and its affiliates, and each of their directors, officers, employees. Total cashback for a user cannot be more than 50% of his payments or Rs 10,000, whichever is higher. This term supersedes any offer related to any other Cinch India Innovations LLP /Bharat Pass Service.

## Bharat Pass – Travel & Tourism

### Food Court, Data Base, Bus Ticket, Hotel Booking, and Stay Nearby

1. You hereby acknowledge and agree that Cinch India Innovations LLP /Bharat Pass merely provides online marketplace services through its Cinch India Innovations LLP /Bharat Pass Platform (including but not limited to its website [www.cinchindia.in](http://www.cinchindia.in), [www.bharatpass.in](http://www.bharatpass.in) or app) in order to facilitate listings/bookings by aggregators directly and/or through its Merchants (including but not limited to flight, hotel and Bus booking and price comparisons). The travel booking-related services are also called the Marketplace Terms are an integral part of the Agreement and the T&Cs. You can make these bookings subject to the respective aggregator's terms and conditions.
2. Most hotels have a policy that do not allow unmarried couples to check-in. For more information, Cinch India Innovations LLP /Bharat Pass requests You to contact the hotel in order to get further clarifications and confirmation or the same can be confirmed on their websites as well. You are requested to please

go through the Merchant/vendor provided terms and conditions before making any bookings for hotels, flights, bus, etc., through the Cinch India Innovations LLP /Bharat Pass Platform.

3. If a link to the Merchant/vendor specific terms and conditions is not provided here then You are expected to find them on their websites or procure them from the vendors/Merchants directly through any other means. Cinch India Innovations LLP /Bharat Pass is not responsible for Your inability to access such terms and conditions or for any loss resulting from such terms and conditions or lack thereof. You agree and acknowledge that the actual contract for sale is directly between You and the Merchant/vendor. Cinch India Innovations LLP /Bharat Pass provides these services to You which are informational in nature.
4. Cinch India Innovations LLP /Bharat Pass is not a travel or booking agent or a last-mile service provider to You and, therefore, Cinch India Innovations LLP /Bharat Pass shall not be deemed to be liable for any fault in the content/booking/listing services provided by an aggregator or the Merchant/vendor. However, in the case of airlines, Cinch India Innovations LLP /Bharat Pass may act as an online travel agent.
5. Cinch India Innovations LLP /Bharat Pass is not responsible for setting or controlling the prices applicable to such searches and bookings through the Cinch India Innovations LLP /Bharat Pass Platform. All such listings/bookings are provided by the aggregator directly and/or through its Merchants/vendors and are subject to the terms and conditions imposed by the concerned aggregator or the Merchant/vendor. Cinch India Innovations LLP /Bharat Pass does not control or prevent changes in the published details and descriptions of websites/apps operated by the aggregator or the Merchant/vendor and is not responsible for any content therein. Cinch India Innovations LLP /Bharat Pass has no control over the existence, quality, safety or legality of items displayed; the accuracy of the aggregator's content or listings; the ability of the aggregator and Merchant/vendor to sell items or provide services. Cinch India Innovations LLP /Bharat Pass does not at any point of time during any transaction between You and aggregator/Merchant/vendor, take ownership of any of the listing, bookings offered by the aggregator/Merchant/vendor. Nor does Cinch India Innovations LLP /Bharat Pass at any point asserts any rights or claims over the same offered by the aggregator/Merchant/vendor to You. In using the online marketplace service or where Cinch India Innovations LLP /Bharat Pass is an online travel agent, You explicitly agree and acknowledge that:
  - Cinch India Innovations LLP /Bharat Pass, through the Cinch India Innovations LLP /Bharat Pass Platform makes available, content/listings/bookings offered by the aggregators either directly and/or through its Merchants/vendors. Availing such bookings/listings will be subject to the terms of offer for sale and such other additional terms, if any, as specified by such aggregator.
  - Cinch India Innovations LLP /Bharat Pass is not a warrantor of the content/listings/bookings being offered on Cinch India Innovations LLP /Bharat Pass by various aggregators or Merchant/vendors. You understand that any issue or disputes regarding the warranty, guarantee, quality, and service will be addressed as per the terms and conditions of the aggregator or the Merchant/vendors, and You agree to handle such issues and disputes directly between You and the aggregator or Merchant/vendor. You acknowledge that Cinch India Innovations LLP /Bharat Pass gives no guarantee, either express or implied, regarding the use or availability of online marketplace service or bookings made by You through the online marketplace or where Cinch India Innovations LLP /Bharat Pass is acting as an online travel agent.

- Cinch India Innovations LLP /Bharat Pass, may at its discretion, offer marketing promotion benefits by way of gift coupons, cash back, free gifts, etc., on all or some of the products or services from time to time. Cinch India Innovations LLP /Bharat Pass is not liable for any defect or fault in listings/bookings, content the product or deficiency in service of the aggregator or Merchant/vendor purchased through the Cinch India Innovations LLP /Bharat Pass Platform. Cinch India Innovations LLP /Bharat Pass is not responsible for any warranty, guarantee, post sale claims, genuineness of listings/bookings, content, products and services as Cinch India Innovations LLP /Bharat Pass is just a platform that facilitates booking through the aggregator or Merchant/vendor. Cinch India Innovations LLP /Bharat Pass will not be liable for any claims including but not limited to any misrepresentation by the aggregator or the Merchant/vendor in its content/listings/bookings.
- The Cinch India Innovations LLP /Bharat Pass Platform makes available general Third Party Content. Third Party Content would also be available to You on the e-mail received by You from Cinch India Innovations LLP /Bharat Pass. Cinch India Innovations LLP /Bharat Pass will not be responsible for infringement of any third party's intellectual property rights and rights of privacy in such cases. The provision of Third Party Content is for general informational purposes only. You acknowledge that the Third Party Content provided to You is obtained from sources believed to be reliable. Cinch India Innovations LLP /Bharat Pass does not provide any guarantee with respect to any Third Party Content and Cinch India Innovations LLP /Bharat Pass shall not be held liable for any loss suffered by You based on its reliance on/or use of such Third Party Content. You should contact such third party site/app for their terms and conditions, privacy policy, complaints and clarification governing various features and offers or the products and services offered by them.
- Cancellation/refund: The cancellation/refund in respect of the bookings and charges, if any, will also be governed as per the terms and conditions of the aggregator or of the Merchant/vendor. Cinch India Innovations LLP /Bharat Pass has no role in governing refund/cancellation charges. Where Cinch India Innovations LLP /Bharat Pass is an online marketplace services provider, Cinch India Innovations LLP /Bharat Pass will not be responsible for refund/cancellation including any charges arising therefrom. However for flights or IRCTC where Cinch India Innovations LLP /Bharat Pass is an online travel agent, Cinch India Innovations LLP /Bharat Pass will act as per the airline or IRCTC prescribed terms. The aggregator or the merchant/vendor is solely responsible for the content/listings/bookings made available by it through the Cinch India Innovations LLP /Bharat Pass Platform and You should contact the respective aggregator or Merchant/vendor directly in relation to the above mentioned queries. Where Paytm is acting as an online travel agent (for flights and IRCTC ) you may reach out to Cinch India Innovations LLP /Bharat Pass directly as well.
- Use of Information: By accepting T&Cs in general including the SSOID terms and the Marketplace Terms, You accept that Cinch India Innovations LLP /Bharat Pass may send alerts to the mobile phone number/ e-mail address provided by You while registering for the Cinch India Innovations LLP /Bharat Pass Service/ Cinch India Innovations LLP /Bharat Pass Platform or to any such number/e-mail address replaced and informed by You subsequently.

- Limitation of liability and waiver: In no event, Cinch India Innovations LLP /Bharat Pass will be liable to You for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to: (i) this Agreement, including these T&Cs and Marketplace Terms; (ii) the SSOID Agreement; (iii) the Cinch India Innovations LLP /Bharat Pass Services, and Platform or any reference site/app/platform/service; or (iv) Your use or inability to use the Cinch India Innovations LLP /Bharat Pass Services, and the Platform (including any and all materials) or any reference sites/app/platform/service, even if Cinch India Innovations LLP /Bharat Pass or its authorized representative has been advised of the possibility of such damages. In no event, Cinch India Innovations LLP /Bharat Pass or any of its directors, employees will be liable to You for any damages, liabilities, losses, and causes of action arising out of or relating to: (i) this Agreement, including these T&Cs and the Marketplace Terms; (ii) the SSOID Agreement; (iii) the Cinch India Innovations LLP /Bharat Pass Services, and Platform or any reference site/app/platform/service; or (iv) Your use or inability to use the Cinch India Innovations LLP /Bharat Pass services, and the Platform (including any and all materials) or any reference sites/app/platform/service; or (v) any other interactions with Cinch India Innovations LLP /Bharat Pass, however caused and whether arising in contract, tort including negligence, warranty or otherwise, beyond or in excess of the amount paid by You, if any, for using the portion of the Cinch India Innovations LLP /Bharat Pass Service or the Platform giving rise to the cause of action, or beyond or in excess Rs. 5,000, whichever is less. You acknowledge and agree that Cinch India Innovations LLP /Bharat Pass has offered its products and services, set its prices, and entered into this Agreement in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between You and Cinch India Innovations LLP /Bharat Pass, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between You and Cinch India Innovations LLP /Bharat Pass. Cinch India Innovations LLP /Bharat Pass would not be able to provide the services to You on an economically reasonable basis without these limitations. Applicable law may not completely allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitations or exclusions will apply to You subject to applicable law. In such cases, Cinch India Innovations LLP /Bharat Pass's liability will be limited to the fullest extent permitted by applicable law. This paragraph shall survive the termination of this Agreement, including these T&Cs, SSOID terms and the Marketplace Terms.
- Dispute Resolutions: If any dispute, controversy or claim arises under this Agreement or in relation to any Bharat Pass Service or the Bharat Pass Platform, including any question regarding the existence, validity or termination of this Agreement or these T&Cs or these Marketplace Terms (hereinafter **Dispute**), the parties shall use all reasonable endeavours to resolve such Dispute amicably. If the parties are unable to resolve the Dispute amicably within 30 days of the notice of such Dispute, Bharat Pass may elect to resolve any Dispute by binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 (hereinafter **Act**). Such Dispute shall be arbitrated on an individual basis and shall not be

consolidated in any arbitration with any claim or controversy of any other party. The Dispute shall be resolved by a sole arbitrator, appointed in accordance with the Act. The seat of the arbitration shall be Ranchi and the language of this arbitration shall be English. Either You or Bharat Pass may seek any interim or preliminary relief from a court of competent jurisdiction in Ranchi necessary to protect the rights or the property belonging to You or Bharat Pass (or any of our agents, suppliers, and subcontractors), pending the completion of arbitration. Any arbitration shall be confidential, and neither You nor Bharat Pass may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcing the arbitration award. All administrative fees and expenses of arbitration will be divided equally between You and Bharat Pass. In all arbitrations, each party will bear the expense of its own lawyers and preparation. This paragraph shall survive termination of this Agreement, the T&Cs or the Marketplace Terms.

- Jurisdiction: Subject to the Dispute Resolution section above, You agree that any claim or dispute You may have against Bharat Pass must be resolved by a court having jurisdiction in Ranchi, India. You agree to submit to the personal jurisdiction of the courts located within Ranchi, India, for the purpose of litigating all such claims or disputes. This Agreement shall be governed by Indian law. This paragraph shall survive termination of this Agreement.

## **Airline Bookings**

1. Bharat Pass merely acts as a facilitator to enable You to book a flight ticket through the Bharat Pass Platform. The Airline tickets available through Bharat Pass are subject to the terms & conditions of carriage of the concerned Airline. You agree and acknowledge that the actual contract for sale is directly between You and the Airline and that Bharat Pass is not responsible for any issue or disputes regarding the warranty, guarantee, quality, and service. The same will be addressed as per the terms and conditions of the Airlines, and You agree to handle such issues and disputes directly between You and the Airlines.
2. The Airline retains the right to reschedule flight timings, route or cancel flights or itineraries without prior intimation. Bharat Pass is not liable for any loss, direct or incidental, that You may incur due to such change or cancellation of a flight by the Airline. Any changes that are made to any existing booking shall be subject to any charge/s levied by the respective Airline, You shall be obligated to pay applicable charges in the event of any alteration or modification to an existing booking.
3. You shall be responsible to ensure that You are in possession of valid travel document/s including but not limited to identity proof, passport, visa (including transit visa) etc. required to undertake the travel. Please check the visa and passport requirements needed for Your travel itinerary from the Airline. Bharat Pass recommends that You ensure checking the requirements of travel of the respective jurisdictions You may transit through with the Airlines.
4. Tickets booked under certain special categories like student fare, defense fare etc. have additional documentation required. You may be denied boarding by the Airline in case these additional documents are not produced at the time of boarding. You are advised to check with the Airline for the valid documents required for tickets booked under special fares. You understands that the information (if any) provided by Bharat Pass regarding the travel documents is only advisory in nature and should not be

considered conclusive. Bharat Pass is not liable for issues related to visa and incorrect passport info or any issues arising under the laws of India or of any other country.

5. You should check with the airlines directly regarding the check-in timings. Usually, check-in begins 2 hours before departure for domestic flights, and 3 hours before departure for international flights. Failure to check-in within the prescribed timelines the Airlines may refuse to allow boarding and accordingly the ticket would result in a “No-show”.

## Refund

1. Refunds will be processed as per the airline fare rules and cancellation policy. The refund policy varies for the different Airlines. For any refund to be processed you have to raise the refund request with Bharat Pass. All cancellations made directly with the Airline need to be intimated to Bharat Pass, in order to initiate the process of refund. Any refunds due to you shall be processed subject to Bharat Pass receiving the same from the airlines. In the event the airlines processes the refund in the form of a credit to be utilized for future bookings made on the same Airline, Bharat Pass shall process the same to reflect against your account and You would be able to utilize the available credit for booking future travel on the same Airline. You agree that in no event shall Bharat Pass be refunding to You, the applicable refund amount in cash if the refund received from the Airlines is in the form of a credit entry. In the event of a No Show, where You did not board the flight, you may request for a refund on the Airport Tax paid after the scheduled date of travel. Bharat Pass will claim the same from the airline on your behalf for necessary refund to you.
2. The refund shall be processed after deducting the Bharat Pass convenience fee applicable for the transaction. You are requested to claim the refund within a period not exceeding 365 days from the date of the journey. The processing time for refunds may vary depending on the mode of payment, bank etc. In the case of refunds from the Airline made in cash the refund will be credited to the same account from which the payment was made. For example, if You used a credit card, Bharat Pass will make an appropriate charge reversal to the same credit card; like-wise if You used a debit card, Bharat Pass will credit the money to the same debit card. In the event of cancellation and refund of partially utilized tickets, the upfront discount and promo code discount availed at the time of booking would be deducted from the refund amount.

## Train Ticket Bookings:

1. Bharat Pass merely acts as a facilitator to enable You to search or book a Train ticket through the Bharat Pass Platform . All train bookings or reservations made through the Bharat Pass Platform are further subject to the applicable terms and conditions by Indian Railways/ IRCTC. The Indian Railways/IRCTC booking terms and conditions can be found on the link provided below;
2. <http://www.indianrail.gov.in/enquiry/StaticPages/StaticEnquiry.jsp?StaticPage=index.html>
3. **Booking Process**-To book Train tickets, You will be redirected to the IRCTC website/application. You will then be required to enter Your IRCTC username and password in order to proceed with booking of the Train tickets through Bharat Pass website/application. Users can book a **maximum of 6 seats/ berths** in a booking . Seat/ berth allotment is done by IRCTC based on their internal allocation logic & algorithm. Bharat Pass does not guarantee confirmation of the booking and/or allotment of preferred

seat/ berth. **Fully waitlisted**-tickets are automatically **cancelled by IRCTC** after chart preparation. If passengers with “Waitlist” ticket status are found traveling, they will be treated as “without-ticket” and are liable to be penalized as per IRCTC rules. Tickets booked are **non-transferrable in nature** and are subject to identity verification. Users must carry with them prescribed/**valid government identity** proofs such as PAN card/ Aadhar Card/ Voter ID, Passport etc. at the time of travel or boarding the train for verification/validation purposes. Bharat Pass shall not be responsible for any change in the train schedule by Indian Railways. Users are advised to confirm their train timings, atleast 24 hours prior to their date of journey.

4. **Modifications** – You shall not be able to modify or make any alterations with respect to Train tickets booked including but not limited to any change in passenger names, change in route, boarding point, date of travel, class of travel etc. through the BharatPass Platform. Any modifications to booked tickets can be made only by IRCTC. You are advised to reach out to IRCTC on their customer support numbers/helpline services for any modification of a booked Train ticket.
5. **Payments, Cancellations and Refunds:** Booked train tickets can be cancelled only before chart preparation. Cancellation charges may vary depending on ticket type and time of ticket cancellation. Any Cancellations and refunds will be based on Indian Railways refund and TDR( Ticket Deposit Receipt) filing rules as amended from time to time. In order to make an informed decision You are advised to go through entire “IRCTC cancellation policy” prior to cancellation to know about the relevant/applicable cancellation charges. You can find IRCTC cancellation policy and rules on the link/s provided below:
6. [http://www.indianrail.gov.in/enquiry/StaticPages/StaticEnquiry.jsp?StaticPage=refund\\_Rules.html&locale=en](http://www.indianrail.gov.in/enquiry/StaticPages/StaticEnquiry.jsp?StaticPage=refund_Rules.html&locale=en)
7. <http://contents.irctc.co.in/en/eticketCancel.html>
8. <https://contents.irctc.co.in/en/CancellationRulesforIRCTCTrain.pdf>
9. While BharatPass endeavors to keep the rules and regulations updated at all times but it shall, under no circumstances, be held responsible/liable for not doing the same. You are advised to reach out to IRCTC directly on their allocated customer support numbers/helpline services for all relevant information/ queries related to their booking/bookings.
10. The payment gateway charges/service fee charged by BharatPass at the time of booking the tickets are non-refundable under any & all circumstances. For cancelled or dropped transactions the amount deducted (if any) shall be refunded to the same User bank account/credit card/debit card/Paytm wallet, etc. which was used for booking tickets. BharatPass is only a facilitator and any refund for any bookings which are not delivered by IRCTC or for any reason for which You are entitled for a refund is subject to BharatPass receiving the amount from IRCTC. You hereby acknowledge and agree that BharatPass shall not be held liable for any delay in refund or non-refund of the amount from Indian Railway/ IRCTC.

## Dispute Resolution

If any dispute, controversy or claim arises under this Agreement or in relation to any Bharat Pass Service or the Bharat Pass Platform, including any question regarding the existence, validity or termination of this Agreement or T&Cs (hereinafter **Dispute**), the parties shall use all reasonable endeavours to resolve such Dispute amicably. If the parties are unable to resolve the Dispute amicably within 30 days of the notice of such Dispute, Bharat Pass may elect to resolve any Dispute by a binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 (hereinafter **Act**). Such Dispute shall be arbitrated on an individual

basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The Dispute shall be resolved by a sole arbitrator, appointed in accordance with the Act. The seat of the arbitration shall be Ranchi and the language of this arbitration shall be English. Either You or Bharat Pass may seek any interim or preliminary relief from a court of competent jurisdiction in Ranchi necessary to protect the rights or the property belonging to You or Bharat Pass (or any of our agents, suppliers, and subcontractors), pending the completion of arbitration. Any arbitration shall be confidential, and neither You nor Bharat Pass may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcing the arbitration award. All administrative fees and expenses of arbitration will be divided equally between You and Paytm. In all arbitrations, each party will bear the expense of its own lawyers and preparation. This paragraph shall survive termination of this Agreement.

## **Governing Law and Forum for Disputes**

Subject to the Dispute Resolution section above, You agree that any claim or dispute You may have against Bharat Pass must be resolved by a court having jurisdiction in Ranchi, India. You agree to submit to the personal jurisdiction of the courts located within Ranchi, India, for the purpose of litigating all such claims or disputes. This Agreement shall be governed by Indian law. This paragraph shall survive termination of this Agreement.

## **Disclaimer for donations**

- Customer/user can donate to selected shrines/place of worship/NGO/trust through Bharat Pass Platform using a number of payment methods such as Paytm wallet/credit/ debit cards/internet banking.
- While availing donation services from Bharat Pass Platform the Customer/user expressly agrees and affirms that:
  - This contribution is made from my own funds, and funds are not being provided to me by another person or entity for the purpose of making this contribution.
  - I am at least eighteen years of age.
  - I am making this contribution with my own personal card/funds and not with a corporate or business card/funds or any card/funds issued to another person.
- Any donation amount transferred erroneously or for any other reason by the Customer to any shrine/place of worship/NGO/trust shall not be refunded to the Customer by Cinch India Innovations LLP in any circumstances.
- Cinch India Innovations LLP reserves the right to modify or discontinue, temporarily or permanently the donation facility with or without notice at any time.
- Customer/user agrees to act in a responsible and legal manner when using the Cinch India Innovations LLP Platform. Customer/user shall comply with all applicable laws, rules and regulations and undertake not to use Cinch India Innovations LLP Platform for any unlawful purpose or in a manner which is likely to cause harm or offense to any other user, shrines, place of worship, NGO, trust and/or Cinch India Innovations LLP.
- Cinch India Innovations LLP's website/mobile application contains links to other websites, Customer/user agrees that when they click on any of such links for making donations, he/she will be entering another website for which Cinch India Innovations LLP /Bharat Pass has no responsibility. We encourage/advise

you to read and agree the privacy statements on all such websites as their policies/terms & conditions may be different from Cinch India Innovations LLP /Bharat Pass, prior to making any donations.

- Cinch India Innovations LLP /Bharat Pass disclaims any accountability, legal, losses/damages or else, that might arise because of the act, omission or otherwise of any Customer/user on its website/mobile application, or caused by the same. Customer/user expressly admits that Cinch India Innovations LLP /Bharat Pass is only a “payment facilitator & intermediary” for making donations, and as such, stands indemnified from any accountability that might arise because of the same. Customer/user moreover acknowledges that visiting/using Cinch India Innovations LLP /Bharat Pass website/mobile application is an implicit reception/confirmation of this disclaimer on their part.
- Customer/user hereby expressly agrees to abide by all the terms and conditions applicable to Paytm Wallet Services provided in the applicable terms & conditions section of the One97 website/mobile application.
- Customer agrees and confirm that Cinch India Innovations LLP /Bharat Pass shall not have any responsibility/liability in case tax exemption is denied to the Customer/user by any tax authority due to whatsoever reasons and Customer/user shall not raise any dispute/claim against Cinch India Innovations LLP /Bharat Pass. In such an event Customer/users shall approach the respective shrines/place of worship/NGO/trust for any query/claim.