

TERMS OF SERVICE

Effective from: July, 2017

1. Acceptance of Terms of Service.

1.1

This is an agreement (hereinafter referred to as “**Agreement**”) between you as a visitor to the website of Tourism Plus Foundation (hereinafter referred to as “**you**” or “**your**”) and Tourism Plus Foundation, a registered Charitable Trust in India, including its heirs, assigns affiliates and agents (hereinafter referred to as “**Tourism Plus Foundation**”, “**Trust**”, “**we**”, “**us**” or “**our**”).

This Agreement sets forth the legal terms and conditions governing your: (a) use of the Tourism Plus Foundation website located at www.tourismplus.org and www.tourismplusfoundation.com and any other website owned and operated by Tourism Plus Foundation, including www.tourismplus.org (“**Websites**”) and/or any mobile application made available by Tourism Plus Foundation (“**App**”) (collectively, the Website and the App shall be referred to as the “**Site(s)**”), (b) use of any services and resources available or enabled via the Sites (“**Services**”) by Tourism Plus Foundation or users of the Site (“**Users**”), (c) accessing any information, data, documents, communications, files, text, images, photographs, graphics, videos, webcasts, tools, resources, software and products made available or enabled via the Sites or Services by Tourism Plus Foundation or Users (“**Materials**”), or (d) browsing or using the Sites. You agree to and are bound by this Agreement and the Privacy Policy located at www.tourismplus.org / www.tourismplusfoundation.com which is incorporated herein by reference. If you do not agree to all of the terms and conditions contained in this Agreement and the Privacy Policy, do not access or use the Sites.

1.2

You may not use the Site or Services, or accept this Agreement, if you (a) are not of legal age to form a binding contract, or (b) you are a person barred from accessing the Site or Services under the laws of the Republic of India or other countries, including the country in which you reside or from which you access the Site or the Services.

1.3

You agree to be bound by any subscription or other agreement, posted guidelines, rules, or terms of service that may apply to any particular services on the Sites that you use (“**Additional Terms**”), all of which are incorporated herein by reference. If there is any conflict between the terms contained within the body of this Agreement and the Additional Terms, the Additional Terms shall take precedence solely in relation to the applicable Service. We use the Google Places API(s) for location searches and as a result also use the Google Maps/Google Earth API(s). Use of this feature is also subject to the Google Terms of Service, which can be found at

1.4

Tourism Plus Foundation may change the terms of this Agreement from time to time at its sole discretion. When these changes are made, Tourism Plus Foundation will make a new copy of the Agreement available at the Sites and will indicate the new effective date. Any new Additional Terms will be made available to you from within, or through, the affected service on the applicable Site. We will also attempt to give you notice by sending an email notice to you using the contact information provided by you and/or by posting a notice on the Site. You agree to keep your contact information up-to-date and that our sending of an email to you at the address you have provided constitutes effective notice to you. Tourism Plus Foundation may, in its sole discretion, require you to provide consent to the updated Agreement before further use of the Site or the Services is permitted. Otherwise, your continued use of the Site or any affected service within the Services constitutes your acceptance of the changes.

1.5

Your access and use of the Sites and the Services will be subject to the most current version of the Agreement posted on the Site, or within or through the affected service on the Site, at the time of such use. Please regularly check the Site to view the then-current terms of the Agreement.

2. Registration Information.

2.1 Registration.

When you register on the Site, you may be required to provide Tourism Plus Foundation with the following information: a user name (which may be pseudonymous), first name, last name, an email address, and a password. In addition, you may choose to provide Tourism Plus Foundation with additional information, including but not limited to your zip code and other information to be determined by you.

2.2 Confidentiality.

You are responsible for maintaining the confidentiality of your information and password. You shall be responsible for all uses of your registration information and all activity occurring under your account, whether or not authorized by you. You agree to immediately notify Tourism Plus Foundation of any unauthorized use of your registration or password.

3. Term and Termination.

3.1 Term.

The terms of this Agreement will continue to apply until terminated by either you or Tourism Plus Foundation as set forth below.

so by (a) notifying Tourism Plus Foundation at any time and (b) closing your accounts for all of the services or Materials that you use within the Site and the Services, where Tourism Plus Foundation has made this option available to you. Your notice should be sent, in writing, to Tourism Plus Foundation's email or physical address set forth below.

3.3 Termination by Tourism Plus Foundation.

Tourism Plus Foundation reserves the right, at its sole discretion, to immediately, without notice, suspend or terminate, upon any breach by you of this Agreement or otherwise, your registration(s) with or ability to access the Sites, the Services, and/or any other service, specific content, digital products, products, courses or events, provided to you by Tourism Plus Foundation.

3.4 Effect of Termination.

Upon expiration or termination of this Agreement, you shall promptly discontinue use of the Sites and Services. All obligations that have accrued prior to termination shall continue to apply and all provisions that should reasonably be interpreted to survive termination shall survive, including without limitation Sections 1, 3, 8, 9, 12 and 16.

4. Community Guidelines.

4.1 Community Guidelines.

"Content" of a User of the Site means any and all information and content that such User uses with the Services or uploads to the Site, or that is used or uploaded through such User's account, including but not limited to any photographs, videos, graphic designs, and other written content that is posted on a User's account. You agree not to use the Sites or Services to collect, upload, transmit, display, or distribute any Content (a) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive (e.g., material that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual) or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; or (c) in violation of any law, regulation, or obligations or restrictions imposed by any third party.

4.2 Other Prohibited Uses.

In addition, you agree not to use the Sites or Services to: (a) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (b) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (c)

servers or networks connected to the Sites or Services or violate the regulations, policies or procedures of such networks; (e) attempt to gain unauthorized access to the Sites or Services, other computer systems or networks connected to or used together with the Sites or Services, through password mining or other means; or (f) harass or interfere with another user's use and enjoyment of the Sites or Services.

4.3 Your Responsibility.

You alone are responsible for any Content you contribute to the Sites, and any consequences of such Content. Tourism Plus Foundation reserves the right to terminate your registration or ability to access the Sites or the Services if it becomes aware and determines, in its sole discretion, that you are violating any of the provisions of this Agreement.

4.4 Unacceptable Content.

If you are concerned about any Content on the Sites, we urge you to contact us whenever you see Content that violates the provisions of this Section.

4.5 Enforcement by Us.

We have the right (but not the obligation) to review any Content that is used with the Sites or Services and delete (or modify) any Content that in our sole judgment violates this Agreement, is used in a way that in our sole judgment would violate this Agreement, or may otherwise violate the rights, harm, or threaten the safety of any User or any other person, or create liability for us or any User. We reserve the right (but have no obligation under this Agreement) to investigate and/or take appropriate action, including legal action, in our sole discretion against you if you violate this provision or any other provision of this Agreement, including removing your Content from the Sites or Services (or modifying it), suspension or termination in accordance with Section 3.3, and/or reporting you to law enforcement authorities. In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including your account, IP address and traffic information, usage history, and your Content.

5. Rights and Usage.

5.1 Ownership of Content.

When you as a User post or publish Content on the Sites, you represent that you either own or have a royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, communicate to the public, perform and display the Content (in whole or in part) worldwide on all platforms (including third party platforms) and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any worldwide intellectual property

5.2 License to Content.

You hereby grant Tourism Plus Foundation a royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, communicate to the public, perform and display any Content you post or publish to the Site (in whole or in part) worldwide on all and all platforms (including third party platforms) and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in such Content. You also warrant that the holder of any worldwide intellectual property right, including moral rights in such Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above.

5.3 Username.

Notwithstanding anything contained herein to the contrary, by submitting Content to any forums, comments or any other area on the Site, you hereby expressly permit Tourism Plus Foundation to identify you by your name or username (which may be a pseudonym) as the contributor of such Content in any publication in any form, media or technology now known or later developed in connection with the Content.

5.4 Unauthorized Access or Use of the Site.

You agree that any unauthorized access, distribution, reproduction, copying, retransmission, publication, sale, exploitation (commercial or otherwise), or any other form of transfer of any portion of the Site, including but not limited to all Content, services, digital products, courses, events, tools or products is hereby expressly prohibited.

5.5 Feedback.

You hereby assign to Tourism Plus Foundation all rights, title and interest in any feedback or suggestions that you provide to Tourism Plus Foundation regarding the use, operation and functionality of the Sites, the Services or any online materials ("**Feedback**") and agree that we have the right to use such Feedback and related information in any manner that we deem appropriate.

6. Third Party Services.

6.1 Seller.

You may order services or merchandise through the Site from other persons not affiliated with Tourism Plus Foundation ("**Seller**"). All matters concerning the merchandise and services desired from Seller, including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and Seller. Tourism Plus Foundation makes no warranties or representations whatsoever with regard to any goods or services provided by Sellers. You will not consider Tourism Plus Foundation, nor will Tourism Plus

connection with the transaction or be liable for any costs or damages arising out of, either directly or indirectly, you or any other person involved or related to the transaction.

6.2 Third-Party Websites.

The Sites or Services might contain links to third-party websites (“*Third-Party Websites*”). Such Third-Party Websites are not under the control of Tourism Plus Foundation. Tourism Plus Foundation is not responsible for any Third-Party Websites. Tourism Plus Foundation provides these Third-Party Websites only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or their products or services. You use all links in Third-Party Websites at your own risk. When you leave the Sites, our terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

6.3 Other Users.

Each User is solely responsible for any and all of such User’s Content. Because we do not control Content, you acknowledge and agree that we are not responsible for any Content, and we make no guarantees regarding the accuracy, currency, suitability, or quality of any Content. Your interactions with other Users of the Sites are solely between you and such User. You agree that Tourism Plus Foundation will not be responsible for any loss, damage or injury incurred as the result of any such interactions. If there is a dispute between you and any User, we are under no obligation to become involved.

6.4 Market Blog.

The Sites or Services may contain information regarding leads on job opportunities (“*Leads*”). The Leads are not under the control of Tourism Plus Foundation. Tourism Plus Foundation is not responsible for any Leads. Tourism Plus Foundation provides these Leads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Leads. Without limiting the foregoing, Tourism Plus Foundation does not guarantee that any of the Leads will result in a job (paid or unpaid). You use all Leads at your own risk. Your interactions with the third party providing the Lead are solely between you and such third party. You, and not Tourism Plus Foundation are solely responsible for obtaining a job (paid or unpaid) with the third party providing the Lead. You agree that Tourism Plus Foundation will not be responsible for any loss, damage or injury incurred as the result of any such interactions. If there is a dispute between you and such third party, we are under no obligation to become involved.

7. Notification of Any Possible Copyright Infringement.

It is Tourism Plus Foundation’s policy to terminate membership privileges of any

limiting the foregoing, if you believe that your work has been copied and posted on the Sites or the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of the location on the Site or Services of the material that you claim is infringing; (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Promptly after receipt of a valid removal notification, we will remove or disable access to the allegedly infringing content. We will also notify the party that posted it of your claim that the material is infringing and will give that party an opportunity to send us a written counter-notification, which may result in us re-posting the content if we believe that it is not infringing.

8. Disclaimer of Warranties.

8.1

You expressly agree that use of the sites, including but not limited to all content and other materials made available through the sites or the services, is at your sole risk. The sites and the services are provided on an "*as is*" and "*as available*" basis. Tourism Plus Foundation expressly disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, title, fitness for a particular purpose or non-infringement. Tourism Plus Foundation makes no warranty that the sites or the services will meet your requirements, or that the sites or the services will be uninterrupted, timely, secure, or error free; nor does Tourism Plus Foundation make any warranty as to the results that may be obtained from the use of the sites or the Tourism Plus Foundation services.

8.2

You understand and agree that any content or other material downloaded or otherwise obtained through the use of the sites or the Tourism Plus Foundation services is at your own discretion and risk and that you will be solely responsible for any damage to your computer system or device or for any loss of data that results from the download of such material and/or data.

8.3

You understand and agree that Tourism Plus Foundation does not guarantee the accuracy, completeness or usefulness for a particular purpose of any information provided in connection with the sites or the services. Tourism Plus Foundation is not responsible for any errors or omissions or for the results obtained from the use of such information. The information is provided with the understanding that neither Tourism Plus Foundation nor its users, while such users are participating on

you from Tourism Plus Foundation or through the sites, or from any Tourism Plus Foundation employees or consultants shall create any warranty not expressly made herein. Tourism Plus Foundation shall not be responsible for any loss or damage caused, or alleged to have been caused, directly or indirectly, by the information or ideas contained, suggested or referenced on the sites or the services.

8.4

Tourism Plus Foundation makes no warranty regarding any materials purchased or obtained through the sites or any transactions entered into through the sites. Tourism Plus Foundation is not responsible for any content on the Internet or World Wide Web pages that is contained outside the sites. We make no representations as to the quality, suitability, functionality or legality of any sites to which Tourism Plus Foundation may provide links, and you hereby waive any claim you might have against Tourism Plus Foundation with respect to such sites.

8.5

Some jurisdictions do not allow the exclusion of certain warranties, the limitation of certain warranties, the limitation or exclusion of implied warranties, or limitations on how long an implied warranty may last, so the above limitations may not apply to you.

9. Limitation of liability.

Tourism Plus Foundation network shall not be liable to you for (a) any indirect, incidental, special or consequential damages resulting from the use or the inability to use the sites or the services, (b) the cost of procurement of substitute goods and services resulting from any goods, services, digital products, events, courses and/or content purchased or obtained or messages received or transactions entered into through the sites, or (c) damages resulting from unauthorized access to or alteration of your transmissions or data, including but not limited to, damages for loss of profits, business interruption, use, data or other intangibles, even if Tourism Plus Foundation has been advised of the possibility of such damages, regardless of the form of action, whether in contract, tort (including negligence), strict product liability, or any other legal or equitable theory.

10. Content Storage and Security.

Tourism Plus Foundation assumes no responsibility for the deletion of or failure to store User-created Content. We use a variety of industry-standard security technologies and procedures to help protect your Content from unauthorized access, use, or disclosure. Despite these measures, you should know that Tourism Plus Foundation cannot fully eliminate security risks associated with your Content and mistakes may happen.

11. Newsletters That Include Promotional Messages.

containing labeled advertisements, promotions, etc. Tourism Plus Foundation makes no representation or warranty with respect to the content of any such email messages or any goods or services, which may be obtained, from such third parties, and you agree that neither Tourism Plus Foundation nor such third party shall have any liability with respect thereto.

12. Indemnification.

You agree to indemnify and hold each of Tourism Plus Foundation, its affiliates, officers, Trustees, directors, employees, sponsors, successors and assigns harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your Content, (ii) your violation of this Agreement, or (iii) the infringement by you, or any other user of your account, of any intellectual property or other right of any person or entity. Tourism Plus Foundation reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of Tourism Plus Foundation. Tourism Plus Foundation will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

13. Remedies.

13.1 Violations.

If Tourism Plus Foundation becomes aware of any possible violations by you of this Agreement, Tourism Plus Foundation reserves the right to investigate such violations. If, as a result of the investigation, Tourism Plus Foundation believes that criminal activity has occurred, Tourism Plus Foundation reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Tourism Plus Foundation is entitled, except to the extent prohibited by applicable law, to disclose any information or Materials on the Sites, including your Content, in Tourism Plus Foundation's possession in connection with your use of the Sites or the Services to (i) comply with applicable laws, legal process or governmental request; (ii) enforce the terms of this Agreement; (iii) respond to any claims that your Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of Tourism Plus Foundation, its Users or the public, and law enforcement or other government officials, as Tourism Plus Foundation in its sole discretion believes to be necessary or appropriate.

13.2 Breach.

In the event that Tourism Plus Foundation determines, in its sole discretion, that you have breached any portion of this Agreement, or have otherwise demonstrated conduct inappropriate for the Sites or the Services, Tourism Plus Foundation reserves the right to:

- (b)** Delete any or all Content provided by you or your agent(s) to the Sites;
- (c)** Discontinue your registration(s) with the Sites and/or any other Tourism Plus Foundation community;
- (d)** Discontinue your subscription to the Sites and any Services;
- (e)** Notify and/or send Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or
- (f)** Pursue any other action, which Tourism Plus Foundation deems to be appropriate.

13.3 No Subsequent Registration.

If your registration(s) with or ability to access the Sites, the Services, any other Tourism Plus Foundation community and/or any other Material or services provided to you by Tourism Plus Foundation is discontinued by Tourism Plus Foundation due to your violation of any portion of this Agreement or for conduct otherwise inappropriate for the Tourism Plus Foundation community, then you agree that you shall not attempt to re-register with or access the Sites, the Services, any other Tourism Plus Foundation community and/or any other Materials or services provided by Tourism Plus Foundation, through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees (if any) related to those Materials or services to which your access has been terminated. In the event that you violate the immediately preceding sentence, Tourism Plus Foundation reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

14. International Users.

14.1 Use Outside India

The Sites can be accessed from countries around the world and may contain references to services and Materials that are not available in your country. These references do not imply that Tourism Plus Foundation intends to announce such services or Materials in your country.

14.2 Compliance With Laws.

The Sites are controlled, operated and administered by Tourism Plus Foundation from its offices in the Republic of India. Tourism Plus Foundation makes no representation that the Sites, the Services or the Materials are appropriate or available for use at other locations outside the Republic of India, and access to the Sites, the Services or the Materials from jurisdictions where the Sites, the Services or the Materials are illegal is prohibited. If you access the Sites, the Services or the Materials from a location outside the Republic of India, you are responsible for compliance with all local laws.

15. Changes in Service.

Plus Foundation reserves the right (at Tourism Plus Foundation's discretion) to provide you with notice of such change by prominently posting a notice on the Sites and/or sending written notice to you at any email and/or post office address you have provided to Tourism Plus Foundation. Once free access is terminated, Tourism Plus Foundation may charge each subscriber any applicable fee, surcharge and/or membership fee for access to the Sites and/or any for-pay Services or Materials.

16. General.

16.1 Release.

You hereby release Tourism Plus Foundation, Tourism Plus Foundation's officers, employees, agents and successors from any and all claims, demands, losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of other Site Users or Third-Party Websites or Leads.

16.2 Notice.

You may send notice to Tourism Plus Foundation by Registered Post only to 681, Skylark, Plot No. 35, Sector 6, Dwarka, New Delhi-110075. India. Such notice shall be deemed given when received by Tourism Plus Foundation in writing.

16.3 Dispute Resolution.

(a) You and Tourism Plus Foundation agree to resolve any disputes between us in accordance with this Section. If you believe that Tourism Plus Foundation has not adhered to this Agreement, please contact Tourism Plus Foundation by emailing us. We will do our best to address your concerns to mutual satisfaction. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation and we will attempt to resolve any dispute with you amicably.

(b) If the dispute somehow does not get resolved as per provisions under section 16.3(a), it shall be referred for arbitration under the provisions of The Arbitration & Conciliation Act, 1996 or any modifications thereof.

16.4 Governing Law.

This agreement shall be governed by the Laws of Republic of India. Non-exclusive place of jurisdiction for any dispute, which cannot be amicably settled, is New Delhi. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

16.5 Choice of Language.

This Agreement, any Additional Terms and all related documents have been drawn up in English only.

16.6 Severability.

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be remain enforceable,

16.7 Waiver.

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16.8 No Assignment.

This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Tourism Plus Foundation's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. This Agreement may be assigned by Tourism Plus Foundation without restriction.

16.9 No Agency.

Neither party is an agent or partner of the other. You will not have, and will not represent to any third party that you have, any authority to act on behalf of Tourism Plus Foundation.

16.10 Export.

You agree not to export, directly or indirectly, any technical data acquired from Tourism Plus Foundation or any products utilizing such data, to countries outside the Republic of India, in violation of the Republic of India's export laws or regulations.

16.11 Entire Agreement.

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters.

16.12 Trademark Information.

All trademarks, logos and service marks ("**Marks**") displayed on the Sites and the Services are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of the third party that owns the Marks.

16.13 Contact.

Tourism Plus Foundation is a Not-for-profit trust, formed under the governing laws of Republic of India, engaged in Promotion of Green Tourism besides working towards social and economic upliftment of underprivileged. Please feel free to contact us with any comments, questions or suggestions at tourismplus@outlook.com.