

# KUDOS VACATION PAYMENT GATEWAY POLICY

## GENERAL TERMS AND CONDITIONS:

The Terms and Conditions prescribed for regulation of Online Payment facilities by Kudos Vacation.

Review our payments policy in detail

## Definitions:

- "**Merchant**" means any person who owns or manages or operates the Merchant Establishment through a physical establishment and/or a website [www.kudosvacation.in](http://www.kudosvacation.in)
- "**Agent**" means any tour operator / travel agency / person who desires to pay for the ground handling services which has been/ will be booked off line as per terms and condition of the Performa invoice / contract/ email correspondence with Kudos Vacation for their clients / themselves using the online payment facility over the Payment Gateway.
- "**Facility**" means, providing online payment facilities to Agent, who agrees to the terms and condition set forth in this document. Standard of facility means, facility with reasonable care and skill. Service Hours: 24 Hrs a day.
- The provider of the Payment Gateway shall validate the Credit Card details provided by the Agent during the course of a transaction.
- This facility shall be provided at the discretion of Kudos Vacation which reserves the right to add, revise, suspend in whole or in part any of the facility provided by it, without any notice and it shall be binding on the Agent. By using the facility, the Agent shall be deemed to have accepted these Terms and Conditions.
- The Agent is aware that in case of online payment over the Payment Gateway, the Agent will not sign the charge-slips at the time of making the payment though the Payment Gateway. Accordingly, the Agent accepts that, in the event of any dispute regarding the authenticity or validity of such a payment, for any reason whatsoever, the Agent shall continue be liable to pay the outstanding amount of Kudos Vacation for the services booked / utilized.
- These Terms and conditions form part of the contract between the agent and Kudos Vacation.
- JURISDICTION: All disputes, if any, arising out of or in connection with, or as a result of this Terms and Conditions or otherwise relating hereto, shall be subject to the exclusive jurisdiction of the competent court in New Delhi only.

## PAYMENT POLICY:

- In the process of using this Website and / or executing any Instruction/ Transaction on behalf of the Agent, Kudos Vacation may be privy to information relating to the Agent, including information that is of a confidential nature. Kudos Vacation is strongly committed to protecting the privacy of its Agent and has taken steps to protect the information furnished to it. Kudos Vacation has taken all necessary measures to protect the confidentiality of the information and its transmission under the online payment Facility.
- Kudos Vacation undertakes not to disclose the information provided by the Agent to any person, unless acting under good faith that such action is necessary to:
  - Conform to legal requirements or comply with legal process.
  - Protect and defend **Kudos Vacation** rights or property.
  - Enforce this terms and conditions.
  - Act to protect the interests of the Agent.

Kudos Vacation has no obligation to verify the authenticity of any payment made from the Agent account while using the facility.

- Agent authorizes Kudos Vacation to exchange, share, part with all information related to the details and transaction history of the Agent to its Affiliates, banks / financial institutions / credit bureaus / agencies as may be required by law or customary practice and shall not hold Kudos Vacation liable for use or disclosure of this information.

- **AMENDMENTS:** Kudos Vacation reserves the right to add, amend, revise, suspend or cancel in whole or in part any of the online payment Facility available through the Website, and will make best efforts to provide appropriate notice to the Agent. Any addition, suspension, revision, amendment, cancellation or suspension of the terms as notified on the Website may be made by Kudos Vacation, by causing a notice of the same to be posted on the Website and the Agent shall be deemed to have accepted the same in the event of its executing any transaction through the Website after the addition, suspension, revision, amendment, cancellation or suspension has been notified. Kudos Vacation may introduce new services in relation to the Website from time to time. The existence and availability of the new online payment Facility will be notified on the Website, as and when they become available.
- **NO WAIVER OF RIGHTS:** A failure or delay in exercising any right, power or privilege in respect of these Terms and Conditions will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.
- **RIGHTS GRANTED:** The Agent hereby acknowledges and agrees that any rights not expressly granted herein are reserved by Kudos Vacation.
  - Charges do vary from 2% to 3.3% as per for Domestic and international credit and Debit cards.
  - Domestic corporate cards have different card transaction charges.
- **CANCELLATION:** Any cancellation of services for which payment was made by the Agent using the online payment gateway is subject to the terms & conditions agreed with the Merchant.
- **REFUND:** Any payment made by the Agent using the online payment gateway cannot be refunded under any circumstances. The un-adjusted amount if any can be used as advance against future services availed by the Agent for their clients or themselves.
- **LIABILITY:** We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time.
- **SEVERABILITY:** If any one or more of the terms and conditions mentioned here are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining terms and conditions will be unimpaired and will remain in force and effect.
- **DISCLAIMER:** The Agent shall not hold Kudos Vacation, responsible for any kind of incorrect details furnished by him or her during online payment made.