

GetTrip Terms of Use

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- 16 June 2019 v1 Melvin
- 8 March 2020 v2 Melvin

Effective 16 June 2019

Please read these Terms of Use carefully before using the www.get-trip.com ('the website' or 'this website').

This Website Terms of Use (or 'Agreement') shall govern your use of this website, including all pages within this website (collectively referred to herein below as this "Website"). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Terms of Use.

Our Intellectual Property

GetTrip is protected by various intellectual property laws. This section summarizes what we own and how we share. GetTrip owns www.get-trip.com. The website is protected by copyright, trademark and other laws. This Agreement doesn't grant you any right, title or interest in the website, others' User Content, our trademarks, logos or other brand features or intellectual property or trade secrets or others' content in the website. You agree not to change, translate or otherwise create derivative works of the website or others' User Content. You agree not to duplicate, use or share the information available on the website such as the itineraries for commercial uses. Please contact us for business partnership, licensing or permission.

Copyright

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported to us at our email, which is incorporated by reference into this Agreement. We reserve the right to delete or disable content alleged to be infringing, and to terminate Accounts of repeat infringers without any refunds.

You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text, itineraries and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed on the website.

Paid Services and Fees

When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process. The

prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur.

If you wish to purchase any product or service made available through the website, you may be asked to supply certain information relevant to your Purchase including, without limitation, your Name, Address, Email, Contact Number and others. You can access certain portions of the website by submitting a fee payment (such additional services, "Paid Services"). Paid Services will remain in effect until cancelled or terminated in accordance with this Agreement. We'll tell you about fees for Paid Services before charging you. You may cancel Paid Services at any time via the website. If you don't pay for Paid Services on time, we reserve the right to suspend or cancel your access to the Paid Services. Transaction fees and additional fees may also apply to certain portions of the Services, and we'll tell you about those fees before charging you. Our fees will appear on an invoice that we provide via the Services.

While you may cancel any Paid Services at any time, you won't be issued a refund except in our sole discretion, or if legally required.

We may change our fees at any time. We'll provide you with advance notice of these fee changes via the website. New fees will not apply retroactively. If you don't agree with the fee changes, you have the right to reject the change by canceling the applicable Paid Service before your next payment date.

Termination

We may terminate or suspend access to our website immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Ownership

The Services and all rights therein are and shall remain GetTrip's property. Neither these Terms nor your use of the Services convey or grant you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner GetTrip's company names, logos, product and service names, trademarks or services marks.

Content

Our website may allow you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the accuracy and legality of the information shared.

Restrictions

You are restricted from all of the following:

1. publishing any website material in any media;
2. selling, sublicensing and/or otherwise commercializing any website material;
3. publicly performing and/or showing any website material;

4. using this website in any way that is, or may be, damaging to this website;
5. using this website in any way that impacts user access to this website;
6. using this website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the website, or to any person or business entity;
7. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this website, or while using this website;
8. using this website to engage in any advertising or marketing;

Links To Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by GetTrip. GetTrip has no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party websites or services. You further acknowledge and agree that GetTrip shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

Indemnification

To the fullest extent permitted by law, you agree to indemnify and hold harmless GetTrip and its affiliates and its and their directors, officers, employees and agents from and against all damages, losses, liabilities, costs, claims, demands, fines, awards and expenses of any kind (including without limitation reasonable attorneys' fees and costs) arising out of or related to: (a) your breach of this Agreement; (b) any loss resulted in the use of the information shared on the website; (c) your violation of any law or regulation or the rights or good name of any third party. Your indemnification obligations under this Section shall not apply to the extent directly caused by our breach of this Agreement or, where you are an EU Consumer, to the extent that the consequences were not reasonably foreseeable.

Limitation of Liabilities

In no event shall GetTrip, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and GetTrip, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

No Warranties

This Website is provided "as is," with all faults, and GetTrip makes no express or implied representations or warranties of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

Changes

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

Promotional Materials

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please notify us at any time.

Contact Us

If you have any questions about these Terms, please contact us at get.trip.contact@gmail.com