

# Terms Of Use Last updated: 30/07/2019

These terms form a legally binding agreement between Users (“User(s), you, your, customer(s), yourself”) and Oravel Stays Private Limited and/or its subsidiaries and affiliates (“OYO, we, us, our”). These terms shall govern the use of the website, mobile application, call centers (collectively referred to as “OYO Platform”) which enables the User to connect with us in relation to the services offered through the OYO Platform (“Services”).

Please read these terms carefully before accessing, using, obtaining or availing any products or Services by OYO. If you do not agree with these Terms of Use you may refrain from using the OYO Platform and/or Services. These conditions must be read in conjunction with any other applicable terms and conditions governing the use of OYO Platform and Services.

OYO reserves the right to modify these Terms of Use at any time at its sole discretion. It will be your responsibility to keep yourself updated with the Terms of Use from time to time, your continued usage of the OYO Platform and Services would be deemed to be an acceptance of these terms and the modifications thereto.

## **Table of Content**

1. Scope of Services
2. Eligibility to use
3. Using the OYO Platform: Account Registration and use
4. OYO Services
5. Term & Termination
6. Terms specifically applicable to Customer
7. Usage terms
8. Prohibited Content
9. Communications
10. Third Party Links
11. Insurance
12. Intellectual Property
13. Privacy
14. Indemnification
15. No warranty
16. Limitation of Liability
17. Refund Claim Period
18. Modification of these Terms
19. General Provisions

## **1. Scope of Services**

OYO through the OYO Platform markets. OYO branded properties, managed and/or owned by third parties ("Channel Partners") as per agreed terms with OYO or OYO as the case maybe to help the Users avail the stay Services right (Oyo's Service). OYO Platform offers Services to its Users by offering its products ("OYO Products") which shall include but shall not be limited to:

- a. OYO Rooms
- b. OYO Homes
- c. OYO Townhouse
- d. OYO Business
- e. OYO Flagship
- f. OYO Silverkey

## **2. Eligibility to use**

You must be at least eighteen (18) years of age or above and capable of entering, performing and adhering to these terms. While individuals under the age of 18 may utilize/browse the OYO Platform, they shall do so only with the involvement, guidance and supervision of their parents and / or legal guardians, under such parent /legal guardian's registered account. OYO reserves the right to terminate User's access and refuse to provide User with access to the OYO Platform if OYO discovers that User is under the age of 18 years.

## **3. Using the OYO Platform : Account Registration and use**

OYO makes the Services available to you through the OYO Platform upon you providing OYO certain required User information and having created an account ("Account") through OYO ID and password or other log-in ID and password (collectively, the "Account Information"). The OYO Platform requires you to register as a User by creating an Account in order to utilize the Services provided. You will be responsible for maintaining the confidentiality of the Account Information, and are fully responsible for all activities that occur under Your Account. You agree to (a) immediately notify OYO of any unauthorized use of its Account Information or any other breach of security, and (b) ensure that you exit/log out from the account at the end of each session. OYO cannot and shall not be liable for any loss or damage arising from your failure to comply with this clause. You may be held liable for losses incurred by OYO or any other customer or visitor to the OYO Platform due to authorized or unauthorized use of your account as a result of your failure in keeping its Account Information secure and confidential.

OYO also allows restricted access to the OYO Platform for unregistered users. At the time of registration, you shall ensure that the Account Information provided by you in the OYO Platform registration form is complete, accurate and up-to-date. Use of another user's account information is expressly prohibited.

#### **4. OYO Services**

Oyo is primarily responsible for providing a comfortable room stay and for ensuring the acceptability of the services as promised by Oyo to its customers. Oyo has right to direct the Hotel owners to provide the room stay services to Oyo's customers.

1. OYO understands the NEW age Customers requirements and accordingly offers wide variety of hotels at its platform to service its Customer..

2. OYO markets the room stays, providing its Customers with the room booking voucher that entitles them to avail Hotel stay service in our OYO branded rooms provided by our Channel partners as per terms agreed with OYO.

3. In case Customers are not able to select the properties from our website, you can call our customer support desk and our team will help you find a suitable accommodation within your preferred budget and amenities.

4. If any check-in is denied for a confirmed booking, OYO shall ensure that User is provided with an alternate accommodation of comparable standards. In an event, where the alternate accommodation could not be provided, OYO shall arrange for the refund of any pre booking amount collected from the User.

5. OYO also promises its Users of a comfortable room stay experiences at all its OYO branded rooms with following amenities:

a. AC rooms with Television

b. Wi-Fi

c. Spotless linen

d. Hygienic and sanitised washrooms

e. Housekeeping Facilities on daily basis for your comfort f. 24/7 manned front desk to help you with all your queries

6. You can reach out to us by:

a. Writing to us on the OYO support page

b. Calling us on our 24X7 guest support helpline

Our guest support team will ensure the best and resolve your concern.

7. OYO stays involved with the Users right from the time when booking is made through OYO platform and throughout the hotel stays, ensuring that the User gets a comfortable room stay experience.

#### **5. Term & Termination**

In case you wish to discontinue you can at any point opt out of your membership of the OYO Platform. OYO deserves the right to unilaterally terminate your use of the OYO Platform without notice or any liability for reasons of breach of the terms mentioned herein.

## **6. Terms specifically applicable to Customer :**

Users availing Services and OYO Products via the OYO Platform (hereinafter referred to as "Customers") shall be governed by the following terms and conditions:

### **A. Reservation or booking of services**

The process of booking Services from this OYO Platform may require you to disclose your personal and confidential information. To prevent any possibility of unauthorized access to your confidential information such as name, address etc., you shall not use/access this site from unsecure computers, unsecure communication links, unsecure mobile phones or locations such as Internet-Cafe(s), Cyber-Cafe(s) and other commercially available internet enabled computers or computer services. The User agrees, acknowledges and confirms that before placing any order on the OYO Platform, the User shall check the Service description and price carefully and by placing an order for a Service you agree to be bound by these terms including the Services' description. You shall only place the order after fully satisfying yourself with the price, description, look as has been displayed on OYO Platform. That relying on declarations, confirmations, information and obligations made/undertaken by the User in accordance with the terms, and believing the same to be true and acting on the faith thereof, OYO has agreed to provide the Services to the User as per the terms mentioned herein. In particular, the User does hereby agree, promise, declare, confirm, covenant, undertake and represent & warrant to OYO:

- a. the User is not under any legal or other deficiency which prevents/may prevent the User from: (i) entering into a valid contract under the applicable laws; and (ii) making valid payment to OYO for Services ordered by the User.
- b. In the event of detecting any suspicious activity from User's account, OYO reserves the right to cancel all pending and future orders owing to any such incident without any liability to the User.
- c. In a credit card transaction; you must use your own credit card for which User has full right & authority to validly use such credit card for making payment to OYO. OYO shall not be liable for any credit card fraud. The liability to use a card fraudulently will be on the User and the onus to 'prove otherwise' shall be exclusively on User.
- d. While using the OYO Platform User shall at all times strictly comply with the payment procedure and the terms mentioned herein in their entirety.
- e. Your use of the Services shall be deemed that you are fully satisfied with the description, look and design of the accommodation and usage fee of the accommodation as has been displayed on OYO's Platform.

The User agrees and acknowledges that in the OYO Platform all Services are offered only at the sole discretion of OYO.

### **B. Payment & Usage Fee**

You hereby agree and understand that you will have to pay the usage fee as mentioned on the OYO Platform for the concerned Services via the payment mode provided on the OYO Platform post which User's requested reservation will be confirmed. Once the reservation has been confirmed, OYO will debit the usage fee from the payment mode selected by the User. The User agrees and acknowledges that the payment procedure may call for and require additional verification of or information from the User and the User undertakes to provide complete, correct and proper information.

OYO uses third party payment providers to receive payments from User. OYO is not responsible for delays or erroneous transaction execution or cancellation of reservation due to payment issues. OYO takes utmost care to work with third

party payment providers, but does not control their systems, processes, technology and work flows, hence cannot be held responsible for any fault at the end of payment providers.

User making payments for Services provided via the OYO Platform, would be making payments to the entities mentioned as per the link mentioned in the tab named Payment for Services.

### **C. Responsibility**

You are requested to kindly take due care of all their personal valuables and belongings. OYO and its employees shall NOT be responsible for any loss, theft or damage to the Guests' personal valuables and belongings.

### **D. User / Guest Verification**

User / Guest verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Guest's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Guests to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Guests, (ii) screen Guests against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Guest, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

## **7. Usage terms**

The information, materials, Services available on the OYO Platform may inadvertently include inaccuracies, typographical errors, or outdated information, OYO is not responsible for and shall not be bound to honor typographical or pricing errors on the OYO Platform. OYO reserves the right to refuse or cancel orders at any time, including but not limited to the orders that contain incorrect prices or product descriptions, orders in which OYO believes the User has violated applicable laws or these terms, orders that OYO believes are harmful to OYO or orders that OYO believes are fraudulent or based on illegal, fraudulent or deceitful use/furnishing of information or based on false information. OYO neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or Service. Subject to the Services referred in Paragraph "OYO services" OYO, in relation to its platform, expressly disclaims any warranties whether express or implied about the accuracy, completeness, correctness, suitability, reliability, availability, timeliness, quality, continuity, performance, error free or uninterrupted operation/functioning, fitness for a particular purpose, workmanlike effort, non-infringement, lack of viruses or other harmful components of the Services and/or products.

OYO shall not be responsible for the delay or inability to use the OYO Platform unrelated functionalities, the provision of or failure to provide functionalities, or for any information, software, Services, functionalities and related graphics obtained through the OYO Platform, or otherwise arising out of the use of the OYO Platform, whether based on contract, tort, negligence, strict liability or otherwise. Further, OYO shall not be held responsible for non-availability of the OYO Platform during periodic maintenance operations or any unplanned suspension of access to the OYO Platform that may occur due to technical reasons or for any reason beyond OYO's control. The User understands and agrees that any material or data downloaded or otherwise obtained through the OYO Platform is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material or data. OYO accepts no liability for any errors or omissions, with respect to any information provided to the User.

OYO may make access to and use of the OYO Platform, or certain areas or features of the OYO Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility

criteria, meeting ratings or reviews thresholds, or a User's booking and cancellation history.

Due to the nature of the Internet, OYO cannot guarantee the continuous and uninterrupted availability and accessibility of the OYO Platform. OYO may restrict the availability of the OYO Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the OYO Platform. OYO may improve, enhance and modify the OYO Platform and introduce new OYO Services from time to time.

OYO may enable features that allow you to authorize other Users or certain third parties to take certain actions that affect your OYO Account. For example, we may enable Users to link their OYO Accounts to businesses and take actions for those businesses, we may enable eligible Users or certain third parties to book listings on behalf of other Users. These features do not require that you share your credentials with any other person. No third party is authorized by OYO to ask for your credentials, and you shall not request the credentials of another User.

## **8. Prohibited Content :**

As a pre-condition of use of the OYO Platform, User warrants to OYO that User shall not use this OYO Platform for any purpose that is unlawful, unauthorized, or inconsistent with these terms, and the User agrees that this license to use OYO Platform will terminate immediately upon User's violation of this warranty. OYO reserves the right, at its sole discretion, to block/terminate User's access to this OYO Platform and its content at any time, with or without notice. The User agrees, acknowledges, confirms and undertakes that the registration data, information/data provided or uploaded onto the OYO Platform by the User:

- a. shall not be false, inaccurate, misleading or incomplete; or
- b. shall not be fraudulent or involve the use of counterfeit or stolen credit cards; or
- c. shall not infringe any third party's intellectual property, trade secret or other proprietary rights or rights of publicity or privacy; or
- d. shall not be defamatory, libelous, unlawfully threatening or unlawfully harassing; or
- e. shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines or executable files that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information of any person whatsoever; or
- f. shall not create liability for OYO or cause OYO to lose (in whole or in part) the services of OYO's ISPs or other service providers/suppliers. If the User contravenes the foregoing or OYO has reasonable grounds to suspect that the User has contravened the foregoing, OYO has the right to indefinitely deny or terminate User's access to the OYO Platform and to refuse to honor the User's request(s).

The Users are prohibited from engaging in the following activities:

- a. Systematically retrieve data or other content from the OYO Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- b. Make any unauthorized use of the OYO Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- c. Circumvent, disable, or otherwise interfere with security-related features of the OYO Platform, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the OYO Platform and/or the Content contained therein.

- d. Engage in unauthorized framing of or linking to the OYO Platform.
- e. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- f. Make improper use of our support services or submit false reports of abuse or misconduct.
- g. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- h. Interfere with, disrupt, or create an undue burden on the OYO Platform or the networks or services connected to the OYO Platform.
- i. Attempt to impersonate another user or person or use the username of another user.
- j. Sell or otherwise transfer your profile.
- k. Use any information obtained from the OYO Platform in order to harass, abuse, or harm another person.
- l. Use the OYO Platform as part of any effort to compete with us or otherwise use the OYO Platform and/or the Content for any revenue-generating endeavor or commercial enterprise.
- m. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the OYO Platform.
- n. Attempt to bypass any measures of the OYO Platform designed to prevent or restrict access to the OYO Platform, or any portion of the OYO Platform.
- o. Copy or adapt the OYO Platform's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- p. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the OYO Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the OYO Platform.
- q. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism.
- r. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the OYO Platform, or using or launching any unauthorized script or other software.
- s. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the OYO Platform.
- t. Use the OYO Platform in a manner inconsistent with any applicable laws or regulations.

## **9. Communications**

When you use the OYO Platform, you agree and understand that you are communicating with OYO through electronic records and you consent to receive communications via electronic records from OYO periodically and as and when required. OYO may communicate with you by email or by such other mode of communication, electronic or otherwise. You specifically agree that OYO shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received. Further, OYO will make best efforts to safeguard the confidentiality of your personally identifiable information available with it, but transmissions made by means of the internet cannot be guaranteed or made absolutely secure. By using this OYO Platform, you agree that OYO shall not be liable for disclosure of your information due to errors in transmission or unauthorized acts of third parties. Without prejudice to the foregoing you agree that OYO shall not be held liable or responsible for 'phishing attacks' on you. You may accept or decline the cookies when you accesses OYO Platform. It is the User's responsibility to set his browser to alert him to accept or to reject cookies.



## **10. Third Party Links**

This OYO Platform may at OYO sole discretion, contain links to OYO Platforms owned and maintained by persons or entities other than OYO. OYO may also provide links to the other sites for purpose of enabling the Customer to make payment to OYO. Any of the foregoing links do not constitute an endorsement by OYO of any such sites and are provided only as a convenience. OYO is not responsible for the content or links displayed on such sites. OYO is not responsible for the privacy practices of such sites which OYO does not own, manage or control. OYO does not regularly review, and makes no warranty or representation regarding materials posted, or Services or services offered, on the sites to which this OYO Platform may be linked and OYO shall not be responsible for any deficiency thereof. OYO does not endorse any or all of the materials, Services, and services available on such linked sites, and OYO expressly disclaims responsibility for the contents of any linked site, the accuracy of any information contained in a linked site, and the quality of the Services and services offered at any linked site. Any decision to view the contents of any linked site is solely the responsibility of User and is made at User's own risk.

## **11. Insurance**

Travel Insurance provided as a part of OYO's services shall be as per the terms and conditions of the third-party insurance company, Acko General Insurance (hereinafter "Acko"). OYO merely acts as a facilitator in connecting the User with Acko. The User shall contact Acko directly for any claims or disputes. OYO shall not be held liable in case of partial acceptance or denial of the claims by Acko and OYO has no role or liability in claims settlement.

It is clarified that a claim raised under the relevant insurance policy would act as a bar against any endorsement in the policy which would include but not be limited to changes relating to extension/curtailment of stay period and addition/deletion of guests covered under the policy.

## **12. Intellectual Property**

OYO Platform and the content posted herein which shall include but shall not be limited to pictures, branding, text, graphics, designs, brand logos, audio, video, interfaces and /or any other information, or the overall arrangement of content is protected and is owned, controlled or licensed by or to OYO; all comments, feedback, ideas, suggestions, information or any other content provided by the User(hereinafter referred to as "OYO IP"). You may not modify, publish, copy, transmit, transfer, sell, reproduce, modify create derivative works from, license, distribute, frame, hyperlink, download, repost, perform, translate, mirror, display or commercially exploit OYO IP in any other way.

The User agrees that any feedback, comments, ideas, suggestions, information, or any other content which User contributes to OYO or OYO Platform (including the name you submit with any content) will be deemed to include a royalty-free, perpetual, irrevocable, nonexclusive right and license for OYO to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works from, display worldwide, or act on such content without additional approval or consideration in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you waive any claim to the contrary. The User represents and warrants that User owns or otherwise controls all of the rights to the content that he/she may contribute to this OYO Platform and that use of his/her content by OYO shall not infringe upon or violate the rights of any third party.



### **13. Privacy**

Please refer the privacy policy which will also govern your use of OYO Platform and/or Services which can be accessed here: <https://www.oyorooms.com/privacy-policy?oyocorporate=>

### **14. Indemnification**

Without prejudice to and in addition to any other remedies, reliefs or legal recourses available to OYO herein or any applicable laws or otherwise, User agrees to indemnify, defend and hold OYO harmless including but not limited to its affiliate, agents and employees from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by OYO that arise out of or related to your use or misuse of the of the Website, any violation by you of these terms and conditions, or any breach of representations, warranties and covenants made by you herein.

### **15. No warranty**

The Services are provided by OYO on an "as is" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, OYO makes no warranty that (i) OYO Platform or the Services will meet your requirements or your use of the OYO Platform or will be uninterrupted, timely, secure or error-free; (ii) the results that may be obtained from the use of the OYO Platform, or Services will be effective, accurate or reliable; (iii) the quality of the OYO Platform, or Services will meet your expectations; or that (iv) any errors or defects in the OYO Platform or Services will be corrected. No advice or information, whether oral or written, obtained by you from OYO or through or from use of the OYO Platform shall create any warranty not expressly stated in the terms of use. OYO shall have no liability to the User for any interruption or delay, to access the OYO Platform irrespective of the cause.

It is hereby further clarified that OYO and Channel Partners are separate and independent entities and OYO does not work as representative or agent of the Channel Partner.

OYO will be the first point of contact in respect of online payment dispute management, refunds, cancellations, returns and customer support as they relate to the use of OYO services. User can reach out to OYO to mediate or resolve any online payment dispute or disagreement between User and Channel Partners. OYO shall not be made a party to any dispute between the User(s) and Channel

Partner(s), except in disputes relating to OYO services as mentioned above.

This website uses Mouseflow, a third-party analytics tool, to track page content and click/touch, movement, scroll, and keystroke activity. You can opt-out at <http://mouseflow.com/opt-out>.

## **16. Limitation of Liability**

OYO shall not be liable for any damages of any kind whatsoever including but not limited to direct, indirect, incidental, punitive, exemplary and consequential damages, damages for loss of use, data or profits, or other intangible losses, which may arise or are arising from the use of this OYO Platform or any of the information, software, services and related graphics contained within the OYO Platform or any of the Services offered, regardless of whether such damages are based on contract, tort, negligence, strict liability or otherwise, and even if OYO has been advised of the possibility of damages.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR ELSEWHERE, OYO'S ENTIRE LIABILITY TO THE USER FOR ANY CLAIM ARISING OUT OF AVAILING OYO SERVICES/ BROWSING THE OYO PLATFORM SHALL BE LIMITED TO THE AMOUNT EQUIVALENT TO THE PRICE PAID FOR THE PRODUCT AND SERVICES GIVING RISE TO SUCH CLAIM.

You hereby waive any and all claims, causes of action, or the rights to bring such claims or causes of action, arising out of or related to the site, communication, or these terms and conditions after one (1) year from the first occurrence of the kind of act, event, condition, or omission upon which the claim or cause of action is based. In an event, OYO is made liable to pay for losses, damages, etc. as mentioned above, under any law for the time being in force. OYO has a right to recover the same under such law from the fees / revenue to be remitted to Channel Partner and remit the balance to the Channel Partner during monthly settlement process.

## **17. Refund Claim Period**

If you wish to claim a refund, you have an option to raise the request within 7 days from your checkout date.

## **18. Modification of these Terms**

OYO reserves the right to modify these Terms at any time in accordance with this provision.

## **19. General Provisions**

**Governing Law and Jurisdiction:** This Agreement, and all transactions entered into on or through OYO Platform shall be interpreted, construed and governed by the laws of India which shall be applicable to this Agreement without regard to principles of conflict of laws. User agrees that all claims, differences and disputes arising under or in connection with or in relation hereto the OYO Platform, the terms or any transactions entered into on or through the OYO Platform or the relationship between User and OYO shall be subject to the exclusive jurisdiction of the courts at Delhi and User hereby accede to and accept the jurisdiction of such courts.

No Waiver :Any failure, delay or forbearance on the part of OYO in: (i) exercising any right, power or privilege under this Agreement; or (ii) enforcing terms of this Agreement, shall not operate as a waiver thereof, nor shall any single or partial exercise by OYO of any right, power or privilege preclude any other future exercise or enforcement thereof.

Severability: The Parties hereto agree that each of the provisions contained in this Agreement shall be severable, and the unenforceability of one or more provisions of this Agreement shall not affect the enforceability of any other provision(s) or of the remainder of this Agreement.