

Terms and conditions

for

Orchid Incoming, the travel portal

of

GLOBALEDGE TRAVELTECH PRIVATE LIMITED.

- 1. General
 - **1.1** GlobalEdge TravelTech Pvt. Ltd. is an India based B2B Travel Company with its Registered Office at Shantiniketan Estate, 8 Camac Street, Flat No. 501, 5th Floor, Kolkata 700017, West Bengal, India here in after referred as Orchid Incoming. The company provides end to end travel solution for corporates and Travel agents across the globe for handling their international and Indian operations. The company's presence in many countries shall be an advantage to Travel companies.
 - **1.2** The GlobalEdge TravelTech Pvt. Ltd. specialises in offering various ground services for getting seamless service across the globe viz. hotel reservation, airline booking, local transport, professionally experienced guides with extensive local knowledge and total travel related requirements for FIT.
- 2. Definitions.
 - 2.1 The GlobalEdge TravelTech Pvt. Ltd. herein after referred as "Orchid Incoming" provides

travel portal and various services as contained in para 1.2 and other services.

- **2.2** The term "User" or "Users" constitutes the Travel Partner, Travel Agents, and Travel Companies or any other entities taking services from Orchid Incoming.
- 2.3 "Supplier / Provider" means the provider of hotel rooms or accommodations, sightseeing tours, transportation provider, and any other travel or related product or service as from time to time available for reservations or on quotations / offered on the platform (B2B).



- **2.4** "Products and Services" means the online purchase, order, (facilitated) payment, or reservation service as offered or enabled by Orchid Incoming. in respect to various products and services as from time to time made available by Orchid Incoming and/or supplier on the platform.
- **2.5** "Reservation" means the order, purchase, payment, booking, or reservation of a trip through the platform.
- 3. Ownership
 - **3.1** All materials on this Site/platform, including but not limited to audio, images, software, text, icons, and such like (the "Content"), are protected by copyright under international conventions and copyright laws. Users cannot use the Content, except as specified herein. Users agree to follow all instructions on this Site limiting the way Users may use the Content.
 - **3.2** There are several proprietary logos, service marks and trademarks found on this Site whether owned/used by Orchid Incoming or otherwise. By displaying them on this Site, Orchid Incoming is not granting Users any license to utilize those proprietary logos, service marks, or trademarks. Any unauthorized use of the Content may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes.
- 4. Use of our platform, its contents, rights, and other terms
 - **4.1** Orchid Incoming platform is made available for B2B (business-to-business) use only. User is not allowed to use the platform for any unauthorised or competitive activity or purpose.
 - **4.2** As long as User comply with the terms of these Terms and Conditions of Use, Orchid Incoming grants Users a non-exclusive, non-transferable, limited right to enter, view, and use this Site. Users agree not to interrupt or attempt to interrupt the operation of this Site in any way.



- **4.3** Our System is a wholesale FIT (Free Individual Traveler) Reservation system which allows maximum of 5 Rooms or 10 Passengers to be booked online at one time. Any activity which has more than 5 rooms or 10 Passengers booked for the "same date of travel & same hotel of stay" combination is handled as per "group terms & conditions". Orchid Incoming have the right to cancel any confirmed or vouchered reservation(s) without any prior intimation in such cases. Users are requested to contact our nearest support office in case of group or reservation with more than 5 room requirements.
- **4.4** Through the platform, Orchid Incoming and its affiliate or Supplier /Provider (distribution partners) in their professional conduct of B2B business can advertise, market, sell, promote, and/or offer (as applicable) their products and service for order, purchase, reservation, rent, or hire, and through which relevant users of the platform can discover, search, compare, and make an order, reservation, purchase, or payment.
- **4.5** Orchid Incoming and/or supplier always remains responsible for the accuracy, completeness, and correctness of the (descriptive) information (including the rates/fees/prices, policies, conditions, and availability) displayed on Orchid Incoming. Whatever displayed in Orchid Incoming does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification, (star) rating, or type of accommodation of any supplier (or its facilities, venue, vehicles, or services) made available, unless explicitly indicated or set out otherwise.
- **4.6** This web site published and maintained by Orchid Incoming is in accordance with the laws of the Republic of India. When Users access, browse, or use this Site User accepts, without limitation or qualification, all the terms and conditions. When Users access any subsite or associate's site through this site, then such subsite may have its own terms and conditions of use which is specific to such



subsite. Subsites may contain such additional terms and conditions of use as may be set out in such subsite.

- 4.7 The User explicitly indemnifies Orchid Incoming of any such claim or liability and shall not hold Orchid Incoming responsible for any loss or damage arising out of measures taken by Orchid Incoming for safeguarding its own interest and that of its genuine customers. This would also include Orchid Incoming denying/cancelling any bookings on account of suspected fraud transactions.
- **4.8** Although Orchid Incoming will use reasonable skill and care in performing our Service, Orchid Incoming will not verify and cannot guarantee that all information is accurate, complete, or correct, nor can Orchid Incoming be held responsible for any errors (including manifest and typographical errors), any interruptions (whether temporary and/or partial), breakdown, repair, upgrade, or maintenance of our Platform or otherwise, inaccurate, misleading, or untrue information, nor non-delivery of information.
- **4.9** By making a Reservation and/or quotation with Orchid Incoming and/or supplier, the User accepts and agree to the relevant cancellation, any additional terms and conditions and no-show policy of that Orchid Incoming and/or supplier.
- **4.10** Orchid incoming may add to, change, or remove any part of these Terms and Conditions of Use at any time, without notice. Any changes to these Terms and Conditions of Use or any terms posted on this Site apply as soon as they are posted. By continuing to use this Site after any changes are posted, you are indicating your acceptance of those changes.
- **4.11** Orchid Incoming may add, change, discontinue, remove, or suspend any other Content posted on this Site, including features and specifications of products described or depicted on the Site, temporarily or permanently, at any time, without notice and without liability.



- **4.12** Orchid Incoming reserves the right to undertake all necessary steps to ensure that the security, safety, and integrity of Orchid Incoming's systems, as well as its clients' interests are and remain, well-protected. Towards this end, Orchid Incoming may take various steps to verify and confirm the authenticity, enforceability and validity of reservation or orders placed by you.
- **4.13** If Orchid Incoming, in its sole and exclusive discretion, concludes that the said orders or reservation are not or do not reasonably appear to be, authentic, enforceable, or valid, then Orchid Incoming may cancel the said orders at any time up to 4 hours before the scheduled time of departure of the relevant flight or 4 hours before the expected date of visit to any property booked through Orchid Incoming.
- **4.14** Users' clients may travel to certain destinations which involve greater risks than others, entirely at User's or their client's risk as to cost and consequences.
- **4.15** Orchid Incoming requests Users to evaluate travel prohibitions, warning, announcements, and advisories issued by them before booking travel to certain international destinations.
- **4.16** By offering for sale travel to international destinations, Orchid Incoming does not represent or warrant that travel to such point is advisable or without risk. Orchid Incoming does not accept liability for damages, losses, or delays that may result from improper documents for entry, exit, length of stay, or from travel to such destinations.
- **4.17** Orchid Incoming reserves its exclusive right in its sole discretion to alter, limit or discontinue the Site or any material posted herein, in any respect. Orchid Incoming shall have no obligation to take the needs of any User into consideration in connection therewith.
- **4.18** Orchid Incoming reserves its right to deny in its sole discretion any user access to this Site or any portion thereof without notice.



- **4.19** No waiver by Orchid Incoming of any provision of these Terms and Conditions shall be binding except as set forth in writing and signed by its duly authorized representative.
- **4.20** Any and all disputes arising in connection with the Service Agreement shall be settled in the first instance by good faith negotiations, and if the dispute cannot be settled within 7 days by mutual discussions, the same shall be settled by arbitration under the Arbitration and Conciliation Act, 1996 by a sole arbitrator to be appointed by Orchid Incoming, whereby the venue of the arbitration shall be Kolkata and the arbitration proceedings to be conducted in English ; Each party shall bear its own costs (including legal costs) for participating in the arbitration proceedings, and the arbitrator's fees and expenses and other incidental expenses shall be paid by the parties as determined by the arbitrator.
- **4.21** These terms and conditions are governed by and shall be construed in accordance with the laws of the Republic of India and any dispute shall exclusively be subject to the jurisdiction of the appropriate Courts situated at Kolkata, India.
- 5. Transmission of Material and online Rights
 - **5.1** Users are prohibited from posting or transmitting any defamatory, libellous, obscene, pornographic, profane, threatening, or unlawful material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law.
 - **5.2** Orchid Incoming assumes no liability or responsibility arising from the contents of any communications containing any defamatory, erroneous, inaccurate, libellous, obscene or profane material. Orchid Incoming may change, edit, or remove any user material or conversations that are illegal, indecent, obscene or offensive, or that violates Orchid Incoming's policies in any way.



- **5.3** Orchid Incoming will fully cooperate with any law enforcement authorities or court order requesting or directing Orchid Incoming to disclose the identity of anyone posting such materials.
- 5.4 If Users send any communications or materials to the Site by electronic mail or otherwise, including any comments, data, questions, suggestions or the like, all such communications are, and will be treated by Orchid Incoming, as nonconfidential.
- **5.5** Users hereby give up all claim that any use of such material violates any of User rights including moral rights, privacy rights, proprietary or other property rights, publicity rights, rights to credit for material or ideas, or any other right, including the right to approve the way Orchid Incoming uses such material and any material submitted to this Site may be adapted, broadcast, changed, copied, disclosed, licensed, performed, posted, published, sold, transmitted, or used by Orchid Incoming anywhere in the world, in any medium, forever.
- **5.6** Internet transmissions are never completely private or secure. Users understand that any message or information Users send to this Site may be read or intercepted by others unless there is a special notice that a particular message (for example, credit card information) is encrypted (send in code). Sending a message to Orchid Incoming does not cause Orchid Incoming to have any special responsibility to Users.
- **5.7** The copyright in the contents of this website belongs to Orchid Incoming. Accordingly, Orchid Incoming reserves all rights. Copying of part or all the contents of this website without permission of Orchid Incoming is prohibited except to the extent that such copying/printing is necessary for the purposes of availing of the paid services provided.
- 6. Travel Documents, Travel Insurance, Health, and Safety



- **6.1** In addition to passport requirements, countries require visa for entry into their territory. Full details about the specific visa conditions and requirements can be obtained from Orchid Incoming and facilitate for getting valid visa subject to submission of required documents timely. Any issues related to invalid / not properly issued / expired visa in accordance with the laws of the arriving country or delay in issue of visa are solemnly falling under the responsibility of the User and their client / the traveller/guest.
- **6.2** Visa Approval is strictly subject to the immigration policy of the countries. Due to any circumstance if the Visa approval is delayed, Orchid Incoming shall not be liable for, if any cancellation of flights and or further reservation is involved. If visa application is processed through Orchid Incoming and the same get rejected, cancellation fee if any applicable is non-refundable. In case of overstay due any reason beyond the control of Orchid Incoming, any penalty imposed at such overseas location, shall be payable by the User or their customer/passengers.
- **6.3** Acquiring correct information about passport requirements, when making travel inquiries with Orchid Incoming is strongly advisable. For all travel from and to the country/countries Orchid Incoming is serving its customers, a valid passport is always required. Conditions for specific validity of passports and regulations for other valid travel documentation can be obtained from each respective embassy and/or consulate. This information can also be obtained from Orchid Incoming.
- **6.4** For most countries, passports need to be valid for at least six months from the date of entry at a border post/airport/seaport. Any issues related to invalid / not properly issued / expired passports in accordance with the laws of the arriving country are solemnly falling under the responsibility of the Users traveller/guest.
- **6.5** It is strongly recommended that the User's travellers obtain comprehensive travel insurance while travelling that covers matters such as death, injury, sickness, theft, damage of any kind, and other important matters.



- **6.6** Neither Orchid Incoming nor its employees/ agents/suppliers or business partners shall/and can be held responsible for any loss, damaged, stolen personal belongings or sickness, injury, or other medical matters. Orchid Incoming will assist the travellers/guests in any mishap, cost of which shall be borne directly by the traveller/guest(s).
- **6.7** Orchid Incoming complies with all industry-required health guidelines in its selection of product and provision of services. All the traveller(s)/guest(s) are always required to follow the safety regulations for any service provided e.g. wearing seat belts during transfers and wearing life vests for any boat/sailing tour.
- **6.8** Orchid Incoming checks hotels / restaurants and other suppliers of food and drink and ensure that they have the appropriate operating licenses in place. Orchid Incoming cannot be held responsible in any way for any kind of food and/or beverage consumed, which has not been recommended by Orchid Incoming.
- **6.9** Orchid Incoming is committed to always assign the best available transportation across the countries, though region-specific standards may differ. Orchid Incoming uses may also choose 3rd party transportation suppliers with vehicle standards as close as possible according to our internal operational standards.
- 7. Payments, use of payment gateway, Confirmation, cancellation, and refunds.
 - 7.1 Unless otherwise specified, All quoted rates are inclusive of applicable taxes (including service charges, Value Added Taxes (VAT/GST, or similar) and/or locally charged taxes) unless otherwise specified. Domestic tourism taxes and/or airport taxes may be applicable and are not included unless specified separately. These need to be paid directly to the relevant authority, by the travellers/guests. In the event of government-imposed tax changes, Orchid Incoming, reserves the right to alter the rates accordingly. Orchid Incoming reserves the right to collect any differentials which may arise from the User's travellers/guests individually.



- **7.2** The payment for reservation/booking of standalone services like Hotel Accommodation, Flight booking, transfers, Visa, Insurance, Bus or Rail booking, cruise, and domestic packages to be done in INR in favour of GlobalEdge TravelTech Pvt. Ltd.. In case of certain reservations/bookings payment transfer option is available directly to international entities and which are specifically indicated against the inventories. The Payment for DMC Packages can be done directly to GlobalEdge TravelTech Pvt. Ltd..
- **7.3** In the unfortunate event of a cancellation, Orchid Incoming is upholding the standard cancellation and/or refund conditions in line with the supplier(s) and/or as indicated in the general conditions of booking from the Orchid Incoming office and will be shown inside the reservation and/or quotation / offer. Such charges will be forwarded to the User and will be accepted by the User. All cancellation charges are calculated based on prior to confirmed departure date and are calculated from the invoices rates.
- **7.4** Users to note that certain rates, fees, or special offers are not eligible for cancellation, refund, or change. Applicable city/tourist tax may still be charged by the Orchid Incoming and/or supplier in the event of a no-show or charged cancellation. Check the (reservation) details of your product or service of choice thoroughly via our platform for any such conditions prior to making your reservation.
- **7.5** Cancellation and prepayment policies may vary per segment, product, or service of each product and/or service available on the Orchid Incoming.
- **7.6** The rates quoted may be in various currencies, as mutually agreed between Orchid Incoming and the User. In some cases, the rate quoted may be in local currency and/or in accordance with the hotel policy. Orchid Incoming does not guarantee currency conversion rates or any quotation where currency conversion is included. Orchid Incoming reserves the right to adjust rates in case of fluctuations in exchange rates.



- **7.7** Children and infant discounts apply for each destination with detailed explanations on exceptions and variations. Children and infant discounts apply when travelling with at least 2 (two) full paying adults, unless otherwise specified.
- **7.8** If applicable and available, certain Orchid Incoming and/or its suppliers offer the opportunity for reservation and/or quotation/offers to be paid (wholly or partly and as required under the payment policy of Orchid Incoming) to the Orchid Incoming during the reservation and/or quotation/offer process, by means of secure online payment (all to the extent offered and supported by Users bank).
- **7.9** For certain products and services, Orchid Incoming facilitates (through third party payment processors) the payment of the relevant product or service (i.e. the payment facilitation service) for and on behalf of the Orchid Incoming and/or supplier (Orchid Incoming never acts nor operates as the merchant of record). Payment is safely processed from Users credit/debit card or bank account to the bank account of the accommodation provider through a third-party payment processor. Any payment facilitated by us for and on behalf of, and transferred to the Orchid Incoming and/or supplier will in each case constitute a payment of (part of) the booking price by you of the relevant product or service in final settlement of such (partial) due and payable price and you cannot reclaim such paid monies.
- **7.10** For certain (non-refundable) rates or special offers, note that Orchid Incoming may require that payment be made upfront. Check the (reservation) details of your product or service of choice thoroughly for any such conditions prior to making your reservation and/or quotation/offer. You will not hold Orchid Incoming liable or responsible for any (authorized, (allegedly) unauthorized or wrong) charge by the Orchid Incoming and/or supplier and not (re)claim any amount for any valid or authorized charge by the Orchid Incoming and/or supplier (including for pre-paid rates, no-show, and chargeable cancellation) of your credit card.



- **7.11** Unless prior credit arrangements or any other payment terms have been made with Orchid Incoming the User requires full pre-payment for all reservations at least 30 days prior to arrival. Failure to do so may result in the cancellation of the reservation(s) by the Orchid Incoming cost of which shall be borne by the User.
- **7.12** Orchid Incoming at its own discretion, reserves the right to immediately revoke and/or suspend any credit arrangements, should there arise any outstanding unpaid invoices exceeding the agreed credit terms. Where deposits and advance payments are required from Users, these will also be invoiced to the User for either for payment or prepayment. Orchid Incoming may decide to exempt any such advance payments or deposits from any Users.
- **7.13** Payments made by way of bank transfers or to towards the assigned Orchid Incoming's bank account, Orchid Incoming shall be entitled to claim for and receive payment of any expenses incurred in claiming any shortfall in payments.
- **7.14** All bank charges and fees are to be paid by the sender.
- **7.15** If the Users are using the payment gateway to pay online using Debit/Credit Card or Net banking, then Users are doing so with the consultation/approval of the card owner/account holder (if in case Users are not the card holder/account holder yourself)
- **7.16** If the payment is not processed because of any reasons, then you are supposed to deposit cash in our Bank Account within next 24 hours, otherwise the respective booking will be cancelled. In such cases the booking/Reservation will be subject to availability.
- **7.17** If transaction is found suspicious by our risk management team and to protect your payment from potential fraud, we are forced to identify the credit card holder before we proceed with the payment. You may be asked to submit



identification proof along with front copy of your credit card by email to complete your transaction. If you failed to produce the said documents on time, then your transaction/Reservation will be cancelled with immediate effect (for more clarity on this, you can get in touch with your nearest Orchid Global office).

7.18 Transaction processing charge will be borne by the user for using the payment Gateway as per details below:-

Sr.	Transaction Processing chai	ges	Rates		
No.	Debit/Credit or other mode	of			
	payments				
Ι	Cards Issued in India				
(i)	Credit Cards		1.9%		
			(Visa, Mastero	ard)	
(ii)	Debit Cards - All banks		1.00%		
			(Visa,	Mastercard,	
			Maestro)		
(iii)	Net Banking		1.9%		
II	Cards Issued in outside India				
(i)	Cards /Debit Cards		2.65%		
			(VISA/MASTE	RCARD	

Note: These charges are subject to change as notified by the respective card issuing organisations or Banks.

7.19 Payment Gateway is an additional payment option available for the user and is not the only option for making payments. You can contact your nearest Orchid



Incoming office to make your reservation by paying cash(subject to limit available as rule) or transferring funds via bank\ transfers. To obtain more details please write to Orchid Incoming at accounts@orchidincoming.com

- **7.20** Each hotel/service provider has its own refund and cancellation policy, as a result of which we adhere to the same. Also, refunds will be done only through the Original Mode of Payment.
- **7.21** The reservations which are applicable for refund as per the cancellation policy specified in each booking will be entitled for refund (if applicable) and will be refunded within 15 working days from the date of cancellation request after the deduction of payment gateway processing charges as below:-

Sr. No.	Cancellation charges Debit/Credit or other mode of payments.	Rates
I	Cards Issued in India	
(i)	Credit Cards	1.9% (Visa, Mastercard)
(ii)	Debit Cards - All banks	1.00% (Visa, Mastercard, Maestro)
(iii)	Net Banking	1.9%
II	Cards Issued outside India.	
(i)	Credit Cards / Debit Cards	2.65% (VISA/MASTERCARD)



Note: These charges are subject to change as notified by the respective card issuing organisations or Banks.

- **7.22** Conformation of Online booking is confirmed as soon as payment is processed, and orchid Incoming get the confirmation from respective service provider for booking made. Acknowledgements and confirmations shall be sent to the User by mail.
- **7.23** In case, Orchid Incoming is not able to honour the booking confirmed through online allotment received from the operator for some reason, Orchid Incoming shall offer the full refund for the service or provide with an alternative or similar category accommodation for the User instead.
- **7.24** Note that for any group or low-cost air tickets Orchid Incoming always require full prepayment and the same draws reference from the Orchid Incoming ticketing policy. In the event of any refunds due to cancellation, Orchid Incoming passes on the same on to the User. Non-compliance with these conditions can result in automatic cancellation of services without prior notice.
- **7.25** Pre-payment procedures during high/peak seasons may vary, depending on the supplier policy to guarantee the booking for certain products as well as for specific products such as river and ocean cruises, festival tours, airline tickets and other services / products that have instilled prepayment conditions. Orchid Incoming shall inform the User via the platform accordingly about this for each individual case, including conditions for pre-payment procedures.
- **7.26** Late payment, wrong bank, debit or credit card details, invalid credit/debit cards, or insufficient funds are User's own risk and account, and the User will not be entitled to any refund of any (non-refundable) prepaid amount unless the Orchid Incoming and/or supplier agrees or allows otherwise under its payment or payment and cancellation policy.



- **7.27** If the User wants to review, adjust, or cancel a reservation and/or quotation/offer, revert to the confirmation email and follow the instructions therein. Note that the User may be charged for cancellation in accordance with the Orchid Incoming and/or supplier's cancellation, (pre)payment and no-show policy, or not be entitled to any repayment of any (pre)paid amount. Orchid Incoming recommend that the User read the cancellation, (pre)payment and no-show policy of the accommodation provider carefully prior to making your reservation and remember to make further payments on time as may be required for the relevant reservation.
- **7.28** If the travellers have a late or delayed arrival on the check-in date or only arrive the next day, make sure to communicate timely this with the Orchid Incoming and/or supplier so it is known when to expect the travellers to avoid cancellation of Reservation or charge of the no-show fee. Orchid Incoming's customer service department can help the User if needed for informing the supplier of services. The Orchid Incoming and/or supplier does not accept any liability or responsibility for the consequences of delayed arrival or any cancellation or charge for no-show fee.
- **7.29** In the event of credit card fraud or unauthorized use of your credit card by third parties, most banks and credit card companies bear the risk and cover all charges resulting from such fraud or misuse, which may sometimes be subject to a deductible. To indemnify, the User should report fraud with credit card provider (in accordance with its reporting rules and procedures) and contact us immediately. User shall provide to Orchid Incoming with evidence of the charged deductible (e.g. policy of the credit card company). This indemnification only applies to credit card reservations made using Orchid Incoming's secure server and the unauthorized use of Users credit card resulting through Orchid Incoming's default or negligence and through no fault of User's own while using the secure server.



8. Disclaimer

- **8.1** The material in this Site could include technical inaccuracies or typographical errors. Orchid Incoming may make changes or improvements at any time.
- 8.2 The materials on this site are provided on an "As Is" basis, without warranties of any kind either expressed or implied. To the fullest extent permissible pursuant to applicable law, Orchid Incoming disclaims all warranties of merchantability and fitness for a particular purpose.
- **8.3** It is the responsibility of the hotel chain and/or the individual property to ensure the accuracy of the photos displayed. 'Orchid Incoming.com' is not responsible for any inaccuracies in the photos.
- **8.4** Orchid Incoming does not warrant that the functions contained in this site will be uninterrupted or error-free, that defects will be corrected, or that this site or the servers that make it available are free of viruses or other harmful components but shall endeavour to ensure your fullest satisfaction.
- **8.5** Orchid Incoming does not warrant or make any representations regarding the use of or the result of the use of the material on the site in terms of their correctness, accuracy, reliability, or otherwise, insofar as such material is derived from other service providers such as airlines, hotel owners and tour operators.
- **8.6** You acknowledge that this Website is provided only on the basis set out in these terms and conditions. Your uninterrupted access or use of this Website on this basis may be prevented by certain factors outside our reasonable control including, without limitation, the unavailability, inoperability or interruption of the Internet or other telecommunications services or because of any maintenance or other service work carried out on this Website. Orchid Incoming does not accept



any responsibility and will not be liable for any loss or damage whatsoever arising out of or in connection with any ability/inability to access or to use the Site.

- **8.7** You also acknowledge that through this Site, Orchid Incoming merely provides intermediary services in order to facilitate the highest quality services to you. Orchid Incoming is not the last-mile service provider to you and therefore, Orchid Incoming shall not be or deemed to be responsible for any lack or deficiency of services provided by any person (airline, travel/tour operator, hotel, facility or similar agency) you shall engage or hire or appoint pursuant to or resulting from, the material available in this Site.
- **8.8** Orchid Incoming will not be liable to you or to any other person for any direct, indirect, incidental, punitive or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused from out of your usage of this Site.
- **8.9** Notwithstanding anything else to the contrary contained elsewhere herein or otherwise at law, Orchid Incoming's liability (whether by way of indemnification to you or otherwise) shall be restricted to a maximum of INR 1000 (Indian Rupees One Thousand only).

9. Availability

9.1 The products and services displayed on the Site may not be available for purchase in all country or locality. The reference to such products and services on the Site does not imply or warrant that these products or services will be available at any time in all geographical location. You should check with your local Orchid Incoming authorized representative for the availability of specific products and services in your area.



10. Grievances

10.1 In the event of any grievances regarding our services you may write to us at <u>grievance@orchidincoming.com</u>