USER AGREEMENT

THIS AGREEMENT is made and entered into at Colombo, in the Democratic Socialist Republic of Sri Lanka by way of electronic contract during the Sign-Up process for the user account on the LITT Platform.

BETWEEN

LIVE IS TO TRAVEL (PVT) LTD. (a company incorporated and registered under the laws of Sri Lanka bearing company registration number (106273) and having its registered office at No.33, Level 12 Parkland Building , Park Street , Colombo 2 , Sri Lanka (hereinafter referred to as the 'Company' which term shall where the context so requires or admits, means and include **LIVE IS TO TRAVEL (PVT) LTD**, its successor/s in business and permitted assigns);

AND

You, as a user who has digitally registered for services from the Live is to Travel digital platform (hereinafter referred to as the '**User**', which term, where the context requires or allows, includes you, your successors, and permitted assigns), and you are deemed to have your identity established according to the details provided in your User Account.

[The Company and the User shall sometimes individually be referred to as the **"Party"** and collectively as the "**Parties**"]

WHEREAS

(A) The Company owns and operates a digital platform named '*Live is to Travel'* (hereinafter referred to as the '**LITT Platform'**) which connects Destination Managers all over the world with its users.

(B) The User wishes to join the LITT Platform and obtain services offered and/or accessible and/or initiated through the LITT Platform.

(C) The Company wishes to enter into an agreement with the User and offer its service of connecting the User with the Destination Managers through the LITT Platform.

(D) The Parties wish to enter into this Agreement to set forth the terms and conditions and rights and obligations of each Party in relation to the arrangement described above.

NOW IT IS AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement the following words and expressions have the following meanings unless inconsistent with the context:

Applicable Laws	means any national, provincial, local law, statute or ordinance, or any rule, regulation, standard, judgment, order, writ, injunction, decree, agency requirement, license or permit of any authority, in each case applicable to the relevant Party;
Business Day	shall mean a day, which is not a Saturday, Sunday or a public holiday in Sri Lanka
Commencement Date	means the date User enter into this Agreement
Destination Manager	means an individual, entity or corporate that has been registered as a destination manager on the LITT Platform
Company Trademarks	means the trademarks or service marks relating to the Company, goods and/or services of the Company
Documentation	means any operating manuals, user guides and other written information in connection with the LITT Platform provided time to time by the Company to the User directly or accessible through the User Account.
Dispute	Any doubt, difference, dispute, controversy or claim arising from, out of or in connection with this Agreement, or on the interpretation thereof or on the rights, duties, obligations, or liabilities of any parties thereto or on the operation, breach, termination or invalidity thereof
DM Products	means services offered for sale by the Destination Manager on the LITT Platform, including any

	Standard Tours, Set Departure Tours or customized tour packages offered based on Tour Requests
DM Trademarks	means the trademarks or service marks relating to the Destination Manager, goods and/or services of the Destination Manager
User Account	means an account created on the LITT Platform exclusively for the User to use the services, features and functions of the LITT Platform. It will operate as the User's primary point of access for the LITT Platform
Intellectual Property Rights	means all title, interests and other proprietary rights in and to: (a) trademarks, service marks, brand names, certification marks, trade dress, trade names and other indications of origin, and the goodwill associated with the foregoing; (b) inventions, discoveries and expressed ideas, whether patentable or not; (c) patents and all reissues, divisions, continuations-in-part, renewals and extensions thereof; (d) trade secrets; (e) writings and other works, whether or not protectable by copyright or other law; (f) copyrights, database rights, or derivative works; (g) know-how, technical information, processes, practices and systems, whether protectable by patent, copyright, trade secret or other law; and (h) any other intellectual property or similar proprietary rights or interests which may exist in any jurisdiction, and in each case, regardless of whether registered or unregistered, applications therefor and renewals, modifications, translations and extensions thereof, in any jurisdiction, and any claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing
LITT Platform	means the online platform designed, developed and operated by the Company and accessible via 'www.liveistotravel.com" or any other mobile or web application, for the purpose of Destination Managers to offer their products and services to

	the users and for the users to initiate contacts with the Destination Managers.
Refund Policy	Means the policy of refunds prescribed in **Schedule 1** which will be amended time to time by the Company .
Set Departure Tour	A tour features a set itinerary and additional elements, with a scheduled departure date.
Standard Tour	A tour has a set itinerary and features but no fixed departure date.
Term	means the period in which this Agreement is in force as set forth in **Clause 11.1** of this Agreement;
Updates	means all improvements, modifications, variations and enhancements or additions to, or developments of, the LITT Platform
Tour Request	means the travel requirement of the User communicated through the LITT Platform that cannot be fulfilled as a Set Departure Tour or a Standard Tour.

1.2 **Interpretation**

Unless otherwise specified,

1.2.1 words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies' corporate, unincorporated bodies and associations of persons.

1.2.2 References to clauses and schedules and other provisions are references to clauses, schedules and other provisions of this Agreement.

1.2.3 References to this Agreement or any other document shall, where appropriate, be construed as references to this Agreement or such other document as varied, supplemented, novated and/or replaced in any manner from time to time.

1.2.4 Clause headings shall not affect interpretation.

1.2.5 References to statutory provisions shall be construed as meaning and including references to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions.

2. SCOPE OF THE AGREEMENT

2.1 The Company hereby agrees to register the User on the LITT Platform and facilitate the User to access and/or obtain offers related to their travel requirements from the Destination Managers through the LITT Platform in terms of this Agreement.

2.2 The Company agrees to provide access to all relevant the DM Products on the LITT Platform to the User and to digitally facilitating in obtaining offers from Destination Managers based on the Tour Requests. Unless otherwise stated or expressly confirmed in writing pursuant to a specific inquiry, the parties agree that a Tour Request based offer is valid only up to 72 hours from the time of communication of the offer by the Company to the User.

2.3 Any agreement entered into pursuant to an offer made in relation to a DM Product, including offers originating from Tour Requests, shall be considered as an exclusive agreement between the Destination Manager and the User. For avoidance of doubt, the Company shall not be considered as a party to any such agreement between the Destination Manager and the User.

2.4 No dealings, agreements and/or transactions between the Destination Manager and the User are covered under this Agreement, and therefore they are deemed outside the scope of this Agreement.

2.5 The User acknowledges and agrees that the Company does not:

a) Act as an agent, broker, or representative of the Destination Managers.

b) Guarantee the availability, quality, legality, or safety of services or the DM Products provided by Destination Managers,

c) Guarantee that the DM Products does not contain any misrepresentations.

d) Guarantee the performance of the agreements between the User and the Destination Manager by the Destination Manager or the refunds in compliance with the Refund Policy.

e) Endorse any specific Destination Manager.

f) Liable for any misrepresentation, negligence or fradulaent activities of the Destination Manager.

2.6 The Parties agree that the communications, agreements, offers, representations, warranties and the transaction, if any, between the Destination Manager and the User (which includes the offers made based on the Tour Requests) are independent and exclusive between the Destination Manager and the User, and therefore, the Company and/or the LITT Platform does not have any responsibility whatsoever with regard to any such communication or transaction or any matter arising in connection thereof.

3. RIGHTS AND OBLIGATIONS OF THE COMPANY

3.1 The Company shall provide the User with access to the LITT Platform through the User Account.

3.2 The Company shall facilitate the User through the LITT Platform, to directly connect with the Destination Manager and receive offers from the Destination Manager to match with the customized requirements of the User.

3.3 The Company shall provide remote technical support for the User regarding the issues the User may face during the use of the LITT Platform.

3.4 The Company may carry out necessary Updates to the LITT Platform during the Term of this Agreement. The Company shall carry out maintenance of the LITT Platform, as needed from time to time. The Company shall provide the User with reasonable advance notice if such Updates or maintenance result in all or any of the features of the LITT Platform being unavailable and/or inaccessible to the User for a period of time. For avoidance of doubt, the User agrees that the Company shall not be liable for any losses or damages incurred and/or suffered by the User whether directly or indirectly, as a result thereof.

3.5 The Company shall make the LITT Platform accessible to the User on an “as is” and “as available” basis without representations or warranties of any kind either express or implied by the Company.

3.6 For avoidance of doubt, it is agreed that the Company shall under no circumstance be liable or responsible for any loss, injury or damage to the User, or any other party whomsoever, arising on account or as a result of a DM Product being in any way not provided or not provided within the reasonable standards, unsafe, cancelled, or provided infringing or violating any laws and/or regulations.

3.7 The Company shall have the right to suspend and/or terminate this User Agreement, if the User is found to be engaged in any fraudulent activity or malpractice in connection with the LITT Platform or services offered thereunder.

3.8 The Company shall have the right to;

a) remove any inappropriate, defamatory, inaccurate, immoral or illegal content added by the User from LITT Platform without the consent of the User;
b) share transactions related information retained in the LITT Platform to the Destination Manager for the purpose of assisting the Destination Manager to resolve any dispute with the Destination Manager
c) permit the Destination Manger to publish both positive and negative comments with regard to the User

3.9 The Company shall have the right to rate and/or review the User publicly and/or maintain publicly accessible Destination Manager feedback based review rating score for the User.

3.10 The Company shall have the right to publicly blacklist the User, if the User violates this Agreement, and inform the same to all Destination Managers and other stakeholders connected to the LITT Platform.

3.11 The Company shall not be liable to any losses or reputational damages caused to the User due to any rating, review, score or blacklisting of the User by the Company or the Destination Manger. For avoidance of doubt, the User waive all legal rights to sue the Company and/or claim damages in connection with any such rating, review, score or blacklisting of the Destination Manager by the Company or the Destination Manager.

3.12

3.13 The Company shall not be liable for any dispute between the Destination Manager and the User with regard to a contract or transaction initiated through or arising out of a connection made through the LITT Platform.

3.14 The Company shall communicate the Tour Requests made by the User to the relevant Destination Managers and communicate their offers to the User and/or connect the User to the Destination Manager for direct communications and negotiations.

3.15 The Company may facilitate the transfer of funds between the User and the Destination Manager, provided the User opted to make the payment through the LITT Platform and the Company is willing to facilitate the same. The Parties agree that in such event, the Company may act as intermediary, who provides a digital platform, for transfer the funds from the User to the Destination Manager or from the Destination Manager to the User, and it has no obligation in relation to the underling contract or transaction between the User and the Destination Manager. The underlining contract and/or transaction shall between the User and the Destination Manager will be independent and exclusive between the said parties, irrespective of the choice of the LITT Platform as the intermediary for the fund transfer. The Company is entitled to charge and a fund transfer facilitation fee from the initiator of the transfer.

3.16 The Company, may at its discretion, has the right to accept complaints against the Destination Manager, and assist the Destination Manager and the User to resolve such disputes through the medication of the Company.

4. OBLIGATIONS OF THE USER

The User agrees to comply with and perform and observe the following obligations during the Term of this Agreement. The User shall;

4.1 Provide accurate information and maintain an updated User Account.

4.2 Make only accurate and genuine Tour Request, and refrain from misusing the LITT Platform by making false or frivolous Tour Requests without having genuine interest in procuring.

4.3 Make only genuine requests relating to the visa facilitation from the Destination Managers and shall refrain from using the Destination Manager's facilitation services if there is no intention to purchase the underlying DM Product from the relevant Destination Manager.

4.4 promptly inform the Company when encountered with any technical difficulties relating to the use of the LITT Platform.

4.5 be solely responsible for any dispute that may be raised by Destination Managers relating to the DM Products purchased by the User.

4.6 Not engage the Company in connection with any dispute between the User and the Destination Manager.

4.7 not use the LITT Platform to circumvent any Applicable Law.

4.8 at all times during the Term of this Agreement, to endeavor to protect and promote the interests of the Company and ensure that third parties' rights including Intellectual Property Rights are not infringed.

4.9 not introduce or permit the introduction of any virus or malwares into the Company's network and information systems.

4.10 not to engage in any malicious activities such as gaining unauthorized access or causing disruptions or alterations to the LITT Platform.

4.11 supply all information required by the Company in order to enable the Company to perform its obligations and to enable the Company to receive all rights and benefits afforded to it, under this Agreement.

4.12 assist the Company in good faith to effectively implement the processes and deliver services under this Agreement.

4.13 adhere to the system and process changes implemented by the Company.

4.14 Not to share any login/access credential with any third party or provide access to the LITT Platform to any third party using the User Account.

4.15 Make payments promptly in relation to the purchased DM Products.

4.16 productively and actively engage with the Destination Manager to obtain necessary information to make a purchase decision.

4.17 ensure taking all reasonable diligence before making a purchase or making a payment to the Merchant, as a reasonable online consumer.

4.18 follow all technical guidelines provided by the Company through the Documentation when engaging with the LITT Platform.

4.19 regularly update and keep the Company informed on changes made to information provided by the User to the Company under this Agreement.

4.20 notify the Company in writing with regard to any cancellations or refund request made to the Destination Manager through the LITT Platform

4.21 cooperate with the Company in mediating the disputes between the Users and the Destination Manager, if the Company request to engage in such process.

4.22 make all refund claims, if any, directly from the Destination Manager in writing, provided the User is eligible to do so under the Refund Policy. For avoidance do doubt, the Parties agree that the Company is not liable for refund of any fee paid by the User.

4.23 Take all reasonable precautions and carry out due diligence on the Destination Managers prior to making any purchase of a DM Product.

4.24 Ensure that the refund policy of the Destination Manager is in compliance with the Refund Policy set out herein.

5. REPRESENTATIONS AND WARRANTIES

The User represents and warrants that,

5.1 The User is above the age of 18 years (in case the User is a Natural Person) or duly incorporated, organized and/or established and is validly existing under the Applicable Laws (in case the User is a legal person).

5.2 The User has all requisite power and authority to enter into and perform the obligations under this Agreement, which constitutes a valid and binding agreement, enforceable against the User in accordance with its terms.

5.3 The User has the requisite power and legal authority to enter into agreements with the Destination Managers and perform such obligations thereunder towards the Destination Managers.

5.4 the User's compliance with the terms of this Agreement does not and will not conflict with or result in a breach of any of the provisions of any regulatory/statutory approvals/ licenses (if any) or any other agreement to which the User is a party.

5.5 there are no proceedings pending, which may have a material adverse effect on the User's ability to perform and meet their obligations under this Agreement.

5.6 it has disclosed all relevant and material facts required to be disclosed to the Company for the effective functioning and execution of this Agreement.

5.7 All information provided by the User during the registration process of the LITT Platform are true, accurate and complete.

6. INDEMNITY

The User shall keep the Company and its respective directors, officers, employees, agents and representatives free and indemnified against any direct or indirect losses, costs, expenses, liabilities, actions or suits arising howsoever from or in connection with, relating to, or as a result of:

(a) the performance and/or enforcement of this Agreement;
(b) the User's failure to comply with the Applicable Law;
(c) any breach of the representations and warranties in **Clause 5** of this Agreement;
(d) any breach of the User's representations or warranties to the Destination Manager; and/or
(e) anything done or omitted to be done by the User resulting in a breach of the User's obligations under this Agreement.

7. PRICE, PAYMENT AND REFUND

7.1 The User shall pay the price of the DM Product purchased to the Destination Manager directly or through the LITT Platform.

7.2 In the event, the User opted to make the payment to the Destination Manager through the LITT Platform, the Company may facilitate the same subject t to charging a transaction facilitation fee for its services, which shall be paid at the time of receiving the said service.

7.3 In the event, the payment to the Destination Manager is made directly, the User shall immediately upload the payment proof to the LITT Platform. Unless the User fulfil this obligation or make the transfer using the LITT Platform, the User is not entitled to receive facilitation from the LITT Platform with regard to the refunds of payment.

7.4 All refunds are subjected to the Refund Policy appliable to the purchase of the DM Product. A refund will not be provided unless the purchase of the DM Product is expressly subject to the Refund Policy..

7.5 For avoidance of doubt, the obligation to provide the refund is an obligation of the Destination Manager. The Company shall not be liable to provide a refund to the User in the event of a default by the Destination Manager.

8. ADVERTISING AND PROMOTION OF THE DM PRODUCTS

8.1 By entering into this Agreement, the User permits and consent to the Company and/or the Destination Manager to send the advertising and promotional material to the User via the LITT Platform. In the event, the User is not interested in receiving the same, it shall inform the same to the Company and the Company should take necessary steps to refrain from sending any such advertising or promotional material to the User thereafter.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The User acknowledges and agrees that the Company and/or its licensors (to the extent applicable) own all Intellectual Property Rights relating to the LITT Platform. The User further agrees that this Agreement does not grant the User any rights to, under or in any Intellectual Property Rights relating to the LITT Platform.

9.2 The User acknowledges and agrees that all rights in the Company Trademarks shall remain in the Company, and that the User has and will acquire no right in them by virtue of the discharge of its obligations under this Agreement, except for the right to use the Company Trademarks as expressly permitted in writing by the Company.

9.3 The User shall not:

9.3.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the software relating to the LITT Platform and/or Documentation (as applicable) in any form or media or by any means; or

9.3.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the software of the LITT Platform; or

9.3.3 access all or any part of the Documentation in order to build a product or service which competes with the LITT Platform; or

9.3.4 use the of the LITT Platform to provide services to third parties.

9.4 The User acknowledges and agrees that all rights in the Destination Manager Trademarks shall remain in the Destination Manager, and that the User has and will acquire no right in them by virtue of the discharge of its obligations under this Agreement.

10. CONFIDENTIAL INFORMATION

10.1 Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means all information, whether written, oral, electronic, or in any other form, disclosed by the Company to the User in connection with this Agreement that is marked or otherwise identified as confidential, or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure, including (a) the provisions of this Agreement (b**)** information related to products, prices, commissions and rates not disclosed to public,(c) technical data, methods, processes, intellectual property relating to know how, trade secrets and inventions which are not disclosed to public (d) computer program code, performance specifications, drawings, designs relating the LITT Platform, (e) the development, research, testing, marketing and financial activities and strategic plans relating to LITT Platform (f) the manner in which the LITT Platform functions and/or operate; and (g) details of the current and prospective customers of the Company.

10.2 Obligations of Confidentiality

The User agrees to:

a) Maintain the confidentiality of all Confidential Information using the same degree of care that it uses to protect its own confidential information, but in no event less than reasonable care;
b) Not disclose Confidential Information to any third party without the prior written consent of the Company, except as required by law or as necessary to fulfill the services offered on the LITT Platform; and
c) Use Confidential Information solely for the purposes of using or providing services through the LITT Platform and not for any other purpose

10.3 **Exclusions**

Confidential Information does not include information that:

a) Is or becomes publicly known through no fault of the User
b) Is rightfully received from a third party without restriction on use or disclosure
c) Is independently developed by the User without use of or reference to the Company's Confidential Information

10.4 **Legal Disclosure**

a) If the User is required by law, regulation, or court order to disclose Confidential Information, it shall (to the extent legally permissible) provide prompt written notice to the Company to allow the Company to seek a protective order or other appropriate remedy.
b) The User shall promptly notify the Company if the User becomes aware of any breach of confidence relating to the information.

10.5 The provisions of this **Clause 10** shall survive the termination of this Agreement.

11. TERM AND TERMINATION

11.1 **Term**

This Agreement shall commence on the Commencement Date and continue until terminated in accordance with **Clause 11.2** below (hereinafter the "**Term**").

11.2 **Termination**

This Agreement may be terminated:

11.2.1. by the Company at any time by providing a written notice to the User.

11.2.2. by the User by permanently leaving the LITT Platform.

11.2.3. by the Company by notice in writing to the User if the other Party is in Default as specified in **Clause 11.3** below; or

11.2.4. any time by the Company if the User violates any provision of this Agreement.

11.3 If the User fails to perform properly or promptly, any material obligation of the User under this Agreement and, where that breach is capable of remedy, fails to remedy the breach or perform the obligation within seven (07) days (exclusive of the date of receipt) after receiving written notice thereof from Company.

11.4 **Consequences of Termination or Expiry**

On and following termination or expiry of this Agreement for any reason:

11.4.1. all outstanding amounts payable by the User, if any, shall immediately become due and payable to the Company.

11.4.2. all rights and licenses granted under this Agreement shall cease;

11.4.3. For avoidance of doubt, the Parties agree that any accrued rights, remedies, obligations and liabilities of the Parties as at termination and/or expiry shall not be affected, including the right to claim damages for any breach of the Agreement which existed at or before the date of termination.

11.4.4. The User shall comply with any obligation it has towards the Destination Manager in terms of any agreement or understanding between the Destination Manager and the User, until such obligation is fully performed.

12. NOTICES

12.1 **Mode of Service**

Any notice, demand, consent, approval, or other communication (each a "Notice") required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when sent by email to the designated email address of the receiving Party as set out below or such other address as may be notified by a Party to the other in accordance with this Clause.

12.2 **Deemed Receipt**

a) A Notice sent by email shall be deemed to have been received at the time of transmission, provided that the sender does not receive any electronic notice of delivery failure.

b) If a Notice is transmitted outside the recipient's normal business hours, it shall be deemed received at 9:00 a.m. (local time at the recipient's principal place of business) on the next Business Day.

12.3 **Acknowledgment and Verification**

Each Party shall designate one or more official email addresses for the purpose of receiving Notices. The sending Party shall retain a copy of the email showing the date and time of transmission as proof of service.

12.4 **Change of Address**

Either Party may change its designated email address for service of Notice by giving at least five (5) Business Days' prior written Notice to the other Party in accordance with this Clause.

12.5 **Language**

All Notices shall be given in writing in the English language.

12.6 **Supplementary Means** *(Optional – for higher legal certainty)*

At the discretion of the sending Party, a copy of any Notice sent by email may also be delivered by international courier or registered post to the physical address of the recipient as most recently notified under this Agreement. Such supplementary delivery shall not affect the deemed date of receipt of the Notice sent by email.

12.7 **Addresses for Notice**

The Parties' contact details for the purposes of this Clause are as follows:

For the Company

Email: customercare@liveistotravel.com

For the User

The registered email address and/or residential address of the User connected the User Account shall be deemed as the corresponding address for the purpose of this clause.

13. GENERAL PROVISIONS

13.1 **No Partnership**

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on

behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

13.2 **Assignment**

The User shall not assign any of its rights and/or obligations under this Agreement without the prior written consent of the Company.

13.3 **Time of Essence**

The Parties agree that time is of the essence with regard to all dates and time periods set forth or referred to in this Agreement.

13.4 **Entire Agreement**

This Agreement contains the entire agreement between the Parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively "**Conduct**") relied on by the Parties and supersedes all earlier Conduct by or between the Parties in connection with its subject matter. None of the Parties has relied on or is relying on any other Conduct in entering into this Agreement and completing the transactions contemplated by it.

13.5 **Amendments**

The Company may, with notice to the User amend the terms of this Agreement. The Amendment shall be effective from the date set out therein. In the event, the User disagree with the amendment, it shall constitute a termination of this Agreement with immediate effect. In the event, the User continues to use the LITT Platform after the amendment, it is deemed that the User has consented to the amendment and be bound by the it.

13.6 **Exercise of Rights, Delay**

Unless specifically stated to the contrary in this Agreement, a Party's:

13.6.1 failure to enforce or a delay in enforcing any right, power or privilege under this Agreement does not constitute a waiver of that right, power or privilege;

13.6.2 single or partial exercise of a right does not preclude any other further exercise of that right, power or privilege or the exercise of any other right, power or privilege; and

13.6.3 rights and remedies are cumulative and not alternative.

13.7 **Severability**

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Agreement is held to be prohibited, invalid or unenforceable to any extent in any jurisdiction: that provision is ineffective to the extent of the prohibition, invalidity or unenforceability in that jurisdiction; and the remainder of this Agreement and that provision, and the application of that provision in circumstances or jurisdictions other than those in which it is prohibited, invalid or unenforceable, is not affected and will be valid and enforceable to the fullest extent permitted by law.

13.8 **Signatories**

Each person who signs this Agreement on behalf of a Party declares that that person has no notice of the revocation or suspension of the power under the authority by which the person signs this document.

13.9 **Governing Law and Jurisdiction**

a) Where any Dispute arises, either Party may notify the other party in writing of such Dispute in reasonable detail and, unless the defaulting Party and the notifying Party agree to immediately proceed to arbitration in accordance with Clause 13.9 (b) below, the Parties to the dispute (or their duly authorised representatives) shall endeavour to meet during a period of thirty (30) days following the date of such notice (or such other time periods as agreed to by all of the parties to the Dispute), to seek an amicable resolution of such Dispute.

b) Where any Dispute is not resolved in accordance with Clause 13.9 (a) above within Thirty (30) days of a notice of Dispute being provided or parties mutually agreed to resort to arbitration immediately, either Party may refer such Dispute for final resolution by arbitration in accordance with the Arbitration Rules of the CCC – ICLP International ADR Center (IADRC) . The number of arbitrators shall be one (01). The place of the arbitration shall be Colombo, Sri Lanka. The language of the arbitration proceedings shall be English.

c) This Agreement shall be governed by the laws of Sri Lanka.

14. LIMITATION OF LIABILITY

14.1 To the fullest extent permitted by law, the Company shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profits, data, or goodwill, arising out of or in connection with your use of the LITT Platform.

14.2 For avoidance of doubt, the Company is not liable for any payment you have made as a User to the Destination Manager.

15. DATA PROTECTION

15.1 All personal data of the Users collected by the Company shall be collected and processed in compliance with the Personal Data Protection Act No. 9 of 2022 (hereinafter referred to as the 'PDP Act') and the Privacy Policy

15.2 For the purpose of the PDP Act, the Company shall be deemed as the 'controller' of all personal data it collected through the LITT Platform for its purposes.

15.3 The Company is permitted to process the personal data outside Sri Lanka.

15.4 The Company is entitled to access the User data for billing purposes.

15.5 The User agrees and acknowledges that in addition to the Company, the Destination Manager may also collect personal date of Users directly through the LITT Platform. For this purpose, the Destination Manager may add the appropriate privacy policy to the agreement between the User and the Destination Manager based on its requirements and use of personal data.

15.6 The Company may in some instances be considered as the 'processor' for the purposes of the PDP Act in relation to the personal data collected by the Destination Manager.

15.7 You agree to be subjected to the Privacy Policy of the Company.

16. EFFECTIVE DATE

This Agreement shall be effective from the date of creation of the account by the User.

17. ELECTRONIC CONTRACT

This Agreement shall constitute the agreement between you and the Company. All your activities shall be subject to this Agreement. By proceeding to create the user account on the LITT Platform and/or clicking '***I Agree'*** *below,* you expressly consent to accept and abide by the terms and conditions of this Agreement. Accordingly, this Agreement shall form the valid and binding electronic contract.

Schedule 1

Refund Policy

In order to receive the benefits of the Refund Policy, the User shall ensure that all agreements it enters with the Destination Manager has the following Refund Policy;

1. Cancellation Policy

   a) Cancellation of the DM Product more than 7 days before tour commencement date relating to the DM Product:

      1. 75% of the total DM Product cost can be charged and appropriated by the Destination Manager.
      2. A maximum refund of 25% shall be returned to the User.

   b) Cancellation of the DM Product less than 7 days prior to the tour commencement date relating to the DM Product:

      3. 100% of the total DM Product cost will be charged and appropriated by the Destination Manager.
      4. No refund will be provided to the User.

   c) All cancellations must be communicated in writing by the User to the Destination Manager

   d) When calculating 7 days, the commencement date of tour relating to the DM Product shall be excluded.

2. Refund Processing Based on Payment Method

2.1. Refunds will be processed based on the Payment Method as follows;

   a) Payments made via Cash or Cheque:
   Refunds will be issued in the form of a bank transfer and processed within 2 to 4 weeks from the date of written cancellation.

   b) Payments made via Credit Card:

   Refunds will be processed through the credit card company and may take 4 to 6 week to reflect.

2.2. During peak travel seasons, refund processing times may be longer due to high transaction volumes.