

# Standard Terms of Use

The following Standard Terms of Use (STU's) define the contractual relationship between **Travels and Rentals Pvt Ltd**

**161, Lenin Sarani**

**Parekh House**

**Kolkata-700013**

as the operator of the Internet presence being accessible under the above top-level domain "https://www.travelsandrentals.com/" (hereinafter referred to as the "Internet Presence"), and

## **You**

as the person visiting the Internet Presence via the above top-level domain (hereinafter referred to as the "User").

### **I. General Terms**

1. By accessing the Internet Presence, the User accepts these STU's in full, unconditionally, unrestrictedly, without reservation or alteration.
2. By accessing this Internet Presence, the User agrees to use any information and data provided within this Internet Presence (hereinafter referred to as the "Content") only in accordance with these STU's.

### **II. User Obligations**

By accessing this Internet Presence, the User explicitly acknowledges that he/she shall be barred from

- a) accessing or using this Internet Presence or any part of its Content or technical structure in a way violating the applicable statutory law,
- b) accessing or using this Internet Presence or any part of its Content or technical structure in any way or by employing any technical procedures not being in accordance with these STU's,
- c) performing any actions aimed at causing or being likely to result in loss of data, malfunction of or damage to this Internet Presence, its Content or technical integrity, and/or
- d) uploading, transmitting, spreading or implementing of software intended to or capable of causing damage to this Internet Presence, including viruses and all related software to be considered malware or spyware ,
- e) attempting to alter or amend any Content or any aspect of this Internet Presence,
- f) attempting to abuse the infrastructure of this Internet Presence by using it for any purpose other than accessing the Content in the intended way.

T & R reserves its right to examine and prosecute any violation of copyright and to claim for damages.

### **III. Forecast Information**

Insofar as the Content of this Internet Presence includes forecasts, forward-looking statements, any predictions, statements and reference to future events have been made to T & R's best knowledge and believe. However, by accessing this Internet Presence, the User acknowledges that these forward-looking statements represent the subjective expectations and estimations of T & R only, and that T & R, does not bear any responsibility for the occurrence of future events and the precision and reliability of any forward-looking statements made. Sentence 1 applies accordingly to any declarations of intent made by T & R, directly or indirectly, as part of the Content.

## **IV. Copyright**

By accessing this Internet Presence, the User acknowledges that this Internet Presence, the Content and any of its components, including, but not being limited to, any textual information, photographic and graphic illustrations, design elements, overall appearance, software structure and source code, are protected by copyright, unless explicitly stated otherwise. By accessing this Internet Presence, the User is not licensed or otherwise entitled to copy, republish, store or otherwise use any Content and any other component of this Internet Presence protected by copyright without prior written consent of T & R. T &R reserves its right to examine and prosecute any violation of copyright and to claim for damages.

## **V. Data Protection**

### **1. Collection of Personal Data**

By accessing this Internet Presence, the User acknowledges that the collection, processing and use of user-related personal data is required by T &R to maintain this Internet Presence and offer public access to its Content. Especially, the User acknowledges that T & R collects, processes and uses, immediately or via third-party services, data on each user access to the Internet Presence, by means of automatically operated server protocols ("log files"). The User's personal data collected , processed and used by T & R by means of accessing this Internet Presence solely comprises the following types of data:

- IP-Address

(hereinafter referred to as the "personal data"). If this Internet Presence includes an option to enter further personal data, or if the User provides T & R with his/her personal data by e-mail or other means of contact, any personal data transmitted by the User shall be considered as being provided by the User on a voluntary basis.

### **3. Purpose of the Collection of Personal Data**

T & R collects, processes and uses the User's personal data solely for the purpose of offering the User access to the Content and providing the online information contained therein.

The use of the personal data by T & R is generally limited to processing of statistical evaluations required to operate and maintain the Internet Presence and ensure its security. However, T & R explicitly reserves the right to directly examine the individual access information collected from the User for cause, especially on specific grounds for justified suspicion of illegal use.

### **4. Inclusion of Third Party Content**

Upon accessing the Internet presence, the User acknowledges that as an integral part of this Internet Presence, third-party content may be embedded or otherwise included (e.g. YouTube videos, services based on Google Maps, RSS feeds, online document viewing tools etc.; hereinafter conjointly referred to as "Third Party Content"). The User acknowledges that T & R does not accept any responsibility whatsoever regarding Third Party Content. Especially, the User acknowledges that the provision of such third-party content may require T & R to grant the respective provider of such content (hereinafter referred to as "Third Party Content Providers") access to the User's IP Address.

Additional personal data of the User may be collected by the Third Party Content Providers within the Third Party Content. The User acknowledges that T & R will not share, examine, store or process any data collected by Third Party Content Providers, and that T & R may not provide the User with any legal or technical information regarding the Third Party Content, its workings, the amount, type and purpose of personal data collected by any Third Party Content Provider . Furthermore, T & R will under no circumstance provide any legal assistance in enforcing any User's claims vis-à-vis Third Party Content Providers, including those referring to data protection issues.

The User is asked to obtain any information regarding the Third Party Content, including information regarding the User's personal data, directly from the respective Third Party Content Provider. T & R will take reasonable measures to include contact information regarding each Third Party Content Provider with the Imprint, available . However, T & R does not assume any responsibility for accurateness and timeliness of any contact information made available to T & R by the respective Third Party Content Provider himself.

## **7. Security**

Upon accessing the Internet Presence, the User acknowledges that it is not possible to completely exclude unauthorised third party access when transmitting data via the Internet. However, T & R's liability for preventing unauthorised access is limited to the degree of fault and foreseeability.

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