

7 Wonders Hotel Terms and Conditions.

Introduction

This web site contained make available information on hotel stay facilities and other facilities owned & managed by the 7 Wonders Company. The Site, and the services of each of its modules, is offered exclusively by 7 wonders hotel. The terms and conditions set out below ("Conditions") apply to your use of the Site including the use of the information services offered on the Site.

In accessing, using, viewing, transmitting, caching or storing this Site or any of its services, functions, materials, or contents, you shall be deemed to have agreed to each and all the Conditions and notices in this Site without modification. Further, you agree to be bound by these Conditions so please carefully read this section before proceeding. If you do not accept these Conditions, you must refrain from using the Site. These Conditions must be read in conjunction with any other applicable terms and conditions governing the use of the Site and which may be incorporated, added, amended, supplemented any time herein after and/or which already stands incorporated.

Conditions:

1. Site

The Site makes available information relating to hotel owned or managed by the 7 Wonders Company, a company constituted under the laws of India.

2. Trade Marks

The Site contains "7 wonders Hotel" trade and service marks and devices and other valuable trade or service marks owned by 7 wonders Hotel or licensed to 7wonders to distinguish its services and products. These trade and service marks and related intellectual property are protected from copying and simulation under national and international laws and may not be reproduced or copied or otherwise used in any manner whatsoever, on any material whether tangible or intangible without the express prior written consent of 7 Wonders Hotel.

Without limitation, you must not use any of the said trade or service marks, either alone or in conjunction or combination or variation with other trade and service marks, logos and devices:

- in or as the whole or part of your own trademarks;
- in connection with activities, products or services which are not undertaken or provided by 7 wonders hotel.
- in a manner which may be confusing, misleading or deceptive; or
- in a manner that disparages 7 Wonders or its information, products or services (including this Site)

Nothing contained on the Site should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any of the trademarks without the written permission of 7 Wonders or such other party that may own the trademarks.

3. Copyright

The Site, including each of its modules, is the copyrighted property of 7 Wonders. The information, text, graphics, images, videos, sounds, links and all other information and software published or otherwise contained in the Site (“Information”) are either owned exclusively by 7 Wonders or licensed by 7 Wonders and except as specifically provided in these Conditions may not be copied, distributed, displayed, reproduced or transmitted, in any form or by any means whether electronic, mechanical, photocopying, recording, or otherwise, without the prior written approval of 7 Wonders.

Without limitation you may not, without such approval from 7 Wonders, create derivative works from any part of the Site or commercialize any information, products or services obtained from any part of the Site. Information procured from a third party may be the subject of copyright owned by that third party.

4. Your Use

The Site is for your personal non-commercial use and the Information may be downloaded or printed by you solely for that purpose. You may only use the Site if you are at least 18 (eighteen) years of age and can enter into binding contracts (the Site is not available for use by minors).

This right to use the Information is a license only, not a transfer of title, and is subject to the following restrictions:

- the Information may not be used for any commercial purpose or public display, performance, sale or rental;
- no copyright or other proprietary notices may be removed;
- the Information may not be transferred to another person;

- software may not be interfered with in any manner;
- every person downloading, reproducing or otherwise using the Information must prevent any unauthorized copying of the Information;
- you will only use the Information for lawful purposes and in accordance with these Conditions

In addition, you agree that you will not use robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein, without the prior written consent of 7 Wonders hotel (such content is deemed given for standard search engine technology employed by internet search web sites to direct internet users to the Site).

5. Information

7 Wonders strives to ensure that the information is accurate and reliable. You accept that all Information provided on the Site or any other material accessed through the Site including via any Linked Web Site (refer Condition 8) is general information and is not in the nature of advice.

You also accept that all of the Information is provided on an “as is” basis and to the extent permitted by law, is provided without any warranty, representation or condition of any kind whether express, implied, statutory or otherwise. You assume all responsibility and risk for your use of or reliance upon Information and the Site or any other material accessed through the Site including via any Linked Web Site.

Whilst 7 Wonders seeks to ensure that the Information is reliable and accurate, errors and omissions may occur and therefore, to the extent permitted by law, 7 Wonders does not make or give any representation or warranty (express or implied) of any kind as to any matter relating to the Site and any Linked Web Site, including without limitation, as to merchantability, non-infringement of intellectual property rights or fitness for purpose.

.In particular 7 Wonders does not warrant that:

- the Information or any other material accessed through the Site including via any Linked Web Site is reliable, accurate or complete including, without limitation, information relating to prices and availability; or
- your access to Information or any other material accessed through the Site including via any Linked Web Site will be uninterrupted, timely or secure

7 Wonders is not liable for any loss (direct or indirect) resulting from any action taken or reliance made by you on the Information or any other material accessed through the Site including via any Linked Web Site. You should make your own inquiries and seek independent

professional advice before acting or relying on any such information or material. 7 Wonders hotel may from time to time update modify or add to the Information, including these Conditions and absolutely reserves the right to make such changes without any obligation to notify past, current or prospective users of the Site. Unless otherwise specified to the contrary all new Information shall be subject to these Conditions. 7 Wonders does not guarantee that the Site will operate continuously or without interruption or be error free. In addition, 7 Wonders may also suspend or discontinue any aspect of the Site at any time without being liable for any direct or indirect loss as a result of such action.

6. Liability Disclaimer & Exclusion

In no event shall 7 Wonders be responsible for any direct, indirect, special, incidental or consequential loss or damage, however arising and whether in contract, tort or otherwise, which you may suffer in connection with or arising out of:

- your use of the Site or any Linked Web Site; or
- your use of or reliance on Information or any other material accessed through the Site including via any Linked Web Site; including without limitation, loss or damage by way of loss of profits, loss of business opportunity, business interruption or loss of information.

These Conditions do not purport to exclude liability arising by any applicable law if, and to the extent, such liability cannot be lawfully excluded, however, to the extent permitted by law, all warranties, terms or conditions which would otherwise be implied into these Conditions are hereby excluded.

Where applicable law implies any warranty, term or condition, and that law prohibits exclusion or modification of any such warranty, term or condition, then the liability of IHCL shall include liability for any breach of such warranty, term or condition but, to the extent permitted by law, the remedy for such breach will be limited as follows:

- if the breach relates to services, the supply of the services again or payment of the cost of having the services supplied again; and
- If the breach relates to products and the products can be repaired, repair of such products or payment of the costs of having the products repaired, but otherwise, replacement of the products or the supply of equivalent products or payment of the cost of replacing the products or of acquiring equivalent products.
- The limitation of liability applies whether the alleged liability is based on contract, tort, negligence, strict liability or any other basis even if we have been advised of the possibility of such damage.

7. Specific Warnings

You must ensure that your access to and your use of the Site is not illegal or prohibited by laws which apply to you. You must take your own precautions that the process which you employ for accessing the Site does not expose you to the risk of virus, malicious computer code, computer program routine or process or other forms of interference which may damage your own computer system. Without limitation, you are responsible for ensuring that your own computer system meets all relevant technical specifications necessary to use the Site and is compatible with the Site. For the removal of doubt, 7 Wonders does not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of the Site or any Linked Web Site. 7 Wonders does not guarantee or warrant that any material available for downloading from the Site or any Linked Web Site will be free from any virus, infection or other condition which has contaminating or destructive properties. You are responsible for taking sufficient precautions and checks to satisfy your own particular requirements for accuracy of data input and output. You must ensure that any information which you provide to 7 Wonders is accurate and complete and does not contain any virus, malicious computer code, computer program routine or process or other form of interference which may damage the computer system of 7 wonders or the Information or which may detrimentally interfere with or surreptitiously intercept or expropriate any 7 Wonders system, data or information.

8. Linked Websites

The Site may contain links to other web sites ("Linked Web Sites"). Those links are provided for convenience only and may not remain current or be maintained. 7 Wonders provides such links solely as a convenience to you and for information purposes only. 7 Wonders has not reviewed all of the information on these other websites. You acknowledge and agree that 7 Wonders does not have any control over the content or availability of Linked Web Sites and accepts no responsibility for the content, privacy practices or any other aspect of Linked Web Sites. Links with Linked Web Sites should not be construed as an endorsement, approval or recommendation by 7 Wonders of the owners or operators of those Linked Web Sites, or of any information, graphics, materials, products or services referred to or contained on those Linked Web Sites, unless and then only to the extent expressly stipulated to the contrary. If you decide to access the Linked Web Sites, you do so at your own risk.

9. Hotel Reservations

The reservations feature of the Site is provided solely to assist customers in determining the availability of travel related services and products and to make legitimate reservations and for no other purpose.

You warrant that you are at least 18 years of age, possess the legal authority to enter into the legal agreement constituted by your acceptance of these Conditions and to use the Site in accordance with such Conditions. You agree to supervise all usage by minors of this Site under your name or account. You also warrant that all information supplied by you or members of your household in using this Site is true and accurate and without limitation, or any false or fraudulent reservations.

You agree to be financially responsible for your use of the Site including without limitation for all reservations made by you or on your account for you, whether authorized by you or not. For any reservations or other services for which fees may be charged you agree to abide by the terms or conditions of supply including without limitation payment of all moneys due under such terms or conditions.

The Site contains details of hotel charges and room rates (including any available special offers) for hotels owned or managed by 7 wonders.

Hotel reservation terms and conditions of booking are set out on the Site and payment will be in accordance with the procedure set out in such terms and conditions.

You agree that you will make only legitimate reservations in good faith for use by you and your invited guests only, and not for other purposes, including without limitation, reselling, impermissibly assigning or posting on third party web sites or making speculative, false or fraudulent reservations, or any reservation in anticipation of demand.

No contract will subsist between you and 7 Wonders or any of its affiliates in respect of any services or products offered through the Site unless and until 7 Wonders accepts your order by e-mail or automated confirmation through the Site confirming that it has accepted your reservation, booking or order and any such contract shall be deemed to incorporate the hotel reservation terms and conditions of booking. Any other relevant terms and conditions relating to particular services or products are set out in the Site.

You undertake that all details you provide to in connection with any services or products which may be offered by 7 Wonders on the Site (including hotel room reservations) will be correct and, where applicable, the credit card which you use is your own and that there are sufficient funds to cover the cost of any services or products which you wish to purchase. 7 Wonders reserves the right to obtain validation of your credit card details before providing you with any services or products.

10. Security & Non Confidentiality

Electronic transmissions of data including the Internet are public media and any use of such media is public not private. Information related to or arising from such use is either public or the property of those collecting the information and not personal or private information. 7 Wonders does not warrant and cannot ensure the security or confidentiality of any information which you transmit to 7 Wonders hotel. Accordingly, any information which you transmit to 7 Wonders is transmitted at your own risk.

11. Termination of Access

If you breach any of these Conditions your license to use the Site will terminate immediately without the necessity of any notice being given to you. Otherwise access to the Site may be terminated at any time by 7 wonders without notice. The provisions of these Conditions excluding, limiting and disclaiming the liability of 7 wonders will nevertheless survive any such termination.

12. Indemnification

You agree to indemnify and defend and hold us and our subsidiaries, affiliates, officers, directors, agents and employees harmless from any claim or demand, made by any third party due to or arising out of your breach of this agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party. 7 Wonders Hotel's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

13. Communication

With respect to all communications made to 7 Wonders hotel on or through the Site including, without limitation, feedback, questions, comments and suggestions (the "Communications"): (a) no right of confidentiality shall apply to the Communications and 7 Wonders hotel shall have no obligation to protect the Communications from disclosure; (b) 7 Wonders hotel shall be free to reproduce, use, disclose and distribute the Communications to others; and (c) 7 Wonders hotel shall be free to use any ideas, concepts, know-how or techniques contained in the Communications for any purpose whatsoever, including, without limitation, the development, production and marketing of products and services that incorporate such information.

14. General

7 Wonders does not accept any liability for any failure by 7 Wonders to comply with these Conditions where such failure is due to circumstances beyond its reasonable control.

If 7 Wonders waives any rights available to it under these Conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

If any of these Conditions are invalid, unenforceable or illegal for any reason, the remaining Conditions shall nevertheless continue in full force.

You are completely responsible for all charges, fees, duties, taxes and assessments arising out of the use of the Site.

15. Privacy

7 Wonders respects the privacy of the users of this Site. Your use of the Site is subject to 7 Wonders Privacy Policy. If you would like to view the privacy practices please review our Privacy Policy available on the Site. By using our site, you consent to your personal information being processed as set out in our Privacy Policy.

16. Governing Law

Substantive laws of the Republic of India

17. Arbitration

“Any dispute arising out of or in connection with these Conditions, the Site and/or the subject matter or any agreement between the guests/visitors and 7 Wonders Hotel, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance.

- The seat of the arbitration shall be Gandhinagar, Gujarat.
- The Tribunal shall consist of one arbitrator.
- The language of the arbitration shall be Hindi, English or Gujarati.
- The law governing this arbitration agreement shall be law of India.”

18. Governing Law & Jurisdiction

These Conditions are governed by the laws in force in India and you agree to submit to the exclusive jurisdiction of the courts at Gandhinagar, Gujarat only.

19. Return to Site

To return to the Site, click where indicated. By doing so, you acknowledge that you read, understood and accepted these Conditions.