

TERMS AND CONDITIONS

TechyTravel's Terms of Use
February 04th, 2020

Welcome to the Techytravel's Terms of User agreement. For purposes of this agreement, "Site" refers to the Company's website and "Apps" refers to the Company's Applications, which can be accessed at <https://www.techytravel.app/> or through our mobile applications. "Service" refers to the Company's services accessed via the applications, in which users can create, view and book seats for their long distance travels efficiently by using their mobile devices. The terms "we," "us," and "our" refer to the Company. "You" refers to you, as a user of our Site or our Services.

The following Terms of Use apply when you view or use the Service via our website located at <https://www.techytravel.app/> or by accessing the Service through clicking on the application (the "App") on your mobile devices.

Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. **If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Services that belong to TechyTravel(Pvt) Ltd.**

ADVICE

The contents of <https://www.techytravel.app/> website or applications do not constitute advice and should not be relied upon making any decisions.

PRIVACY POLICY

The Company respects the privacy of its Service users. Please refer to the Company's Privacy Policy (found here: <https://www.techytravel.app/privacy-policy>) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to the Privacy Policy as well as these Terms of Use.

ABOUT THE SERVICE

TechyTravel offers information and a means to view and obtain long distance transportation services offered by third party transportation providers such as owners or managers of travels (the "Transportation Provider"), which may be requested through the use of an application supplied by TechyTravel and downloaded and installed by you on your mobile devices (smart phone) (the "Application"). All services provided by TechyTravel to you by means of your use of the Application are hereafter referred to as the "Service".

REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE SERVICE

You need to be a resident of Sri-Lanka to register for and use the Service.

If you are a user who signs up for the Service, you will create a personalized account which includes a name, a unique phone number and an email address to access the Service and to receive messages from the Company. You agree to notify us immediately of any unauthorized use of your account. The Company will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your account information.

HOW TO USE THE SERVICE AND THE APPLICATION

The Application allows you to send a request for booking seats to a Transportation Provider. The Transportation Provider has sole and complete discretion to accept or reject each request for booking seats. The Transportation Provider also has sole and complete discretion over whether to use the Application to receive the leads generated through the Application. If the Transportation Provider accepts a request, the Application provides information regarding the Transportation Provider - including its travels name, vehicle license number, trip date and time, seat prices, booked seats and the ability to contact the Transportation Provider by telephone. The Application also allows you to view the Transportation Provider's halts (departures and destinations).

TechyTravel shall procure reasonable efforts to bring you into contact with a Transportation Provider in order to obtain transportation services, subject to the availability of Transportation Providers in or around your location.

For the avoidance of doubt: TechyTravel itself does not provide transportation services, and TechyTravel is not a transportation carrier. It is up to the Transportation Provider to offer transportation services, which may be requested through the use of the Application and/or the Service. TechyTravel only acts as an intermediary between you and the Transportation Provider. The provision of transportation services by the Transportation Provider to you is therefore subject to the agreement (to be) entered into between you and the Transportation Provider. TechyTravel shall never be a party to such an agreement.

USE OF THE APPLICATION OR SERVICE

You guarantee that the information you provide to TechyTravel is accurate and complete. TechyTravel is entitled at all times to verify the information that you have provided and to refuse the Service or use of the Application without providing reasons.

You may only access the Service using authorized means. It is your responsibility to check to ensure you download the correct Application for your device. TechyTravel is not liable if you do not have a compatible mobile device or if you download the wrong version of the Application for your mobile device. TechyTravel reserves the right to terminate the Service and the use of the Application should you be using the Service or Application with an incompatible or unauthorized device.

By using the Application or the Service, you further agree that you will not under any circumstances:

- access the Service for any reason other than your personal, non-commercial use solely as permitted by the normal functionality of the Service and not resell to a third party;
- intentionally authorize others to access and use your account;
- assign or transfer your account to any other person or legal entity;
- collect or harvest any personal data of any user of the Site, Apps or the Service;
- use the Site, Apps or the Service for the solicitation of business in the course of trade or in connection with a commercial enterprise;
- distribute any part or parts of the Site, Apps or the Service without our explicit written permission;
- use the Service for any unlawful purpose or for the promotion of illegal activities;
- attempt to, or harass, abuse or harm another person or group;
- use another user's account without permission;
- provide false or inaccurate information when registering an account;
- interfere or attempt to interfere with the proper functioning of the Service;
- use the Service or Application to cause nuisance, annoyance or inconvenience;
- try to harm the Service or Application in any way whatsoever;
- make any automated use of the Site, Apps, the Service or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service, or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data;
- circumvent, disable or otherwise interfere with any security-related features of the Service or features that prevent or restrict use or copying of content, or enforce limitations on use of the Service or the content accessible via the Service; or
- publish or link to malicious content of any sort, including that intended to damage or disrupt another user's browser or computer.
- keep account password or any identification we provide you insecure and unconfidential, which allows access to the Service and the Application;
- use an access point or 3G data account (AP) which you are unauthorized to use;
- use the Service or Application with an incompatible or unauthorized device;
- uncomply with the applicable laws from your home nation, the country, state and/or city in which you are present while using the Application or Service.

PAYMENT

The use of the Application and the Service is free of charge in the interim. TechyTravel reserves the right to introduce a fee for the use of the Application and/or the Service. If Techytravel decides to introduce such a fee, Techytravel shall inform you accordingly and allow you to either continue or terminate the Contract.

The ticket prices that apply for the transportation services by the Transportation Provider can be found on the Apps. These may be modified or updated by Techytravel or the Transportation Providers from time to time. It is your own responsibility to remain informed about the current prices for the transportation services.

Techytravel shall charge you for the transportation services provided to you by the Transportation Provider on behalf of the Transportation Provider. You agree that you will pay for all transportation services you purchase from the Transportation Provider, and that Techytravel may charge your payment provider account as provided by you when registering for the Service for the transportation services (including any taxes and late fees, as applicable) that may be accrued by or in connection with your account. You are responsible for the timely payment of all fees and for providing TechyTravel with a valid payment account (ezCash, mCash, Credit/Debit Card etc.) for payment of all fees at all times. Any payment made is non-refundable under normal circumstances unless the users request a cancellation, in which case refunds will be credited to TechyTravel's virtual wallet.

Techytravel uses a third-party payment gateway (the "Payment Processor") to link your credit/debit card, mobile wallets and internet banking accounts to the Application and Service. The processing of payments or credits, as applicable, in connection with your use of the Application and Service will be subject to the terms, conditions and privacy policies of the Payment Processor and your credit/debit card issuer in addition to these User Terms. Techytravel is not responsible for any errors by the Payment Processor. In connection with your use of the Services, Techytravel will obtain certain transaction details, which Techytravel will use solely in accordance with its Privacy Notice.

INDEMNIFICATION

By accepting these User Terms and using the Application, you agree that you shall defend, indemnify and hold TechyTravel, its affiliates, its licensors, and each of their officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with:

- your violation of any term of these User Terms, whether or not referenced herein;

- your violation of any rights of any third party, including Transportation Providers arranged via the Application, or
- your use or misuse of the Application or Service.

POSTING AND CONDUCT RESTRICTIONS (LIABILITY)

When you create your own personalized account, you may be able to provide your full name, profile picture, contact number, email address, payment accounts (“User Content”) to the Service. You are solely responsible for the User Content that you post, upload, link to or otherwise make available via the Service.

You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. The Company, however, reserves the right to remove any User Content from the Service at its sole discretion.

We grant you permission to use and access the Service, subject to the following express conditions surrounding User Content. You agree that failure to adhere to any of these conditions constitutes a material breach of these Terms.

By transmitting and submitting any User Content while using the Service, you agree as follows:

- You are solely responsible for your account and the activity that occurs while signed in to or while using your account;
- You will not post information that is malicious, libelous, false or inaccurate;
- You will not post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- You retain all ownership rights in your User Content but you are required to grant the following rights to the Site and to users of the Service as set forth more fully under the “License Grant” and “Intellectual Property” provisions below: When you upload or post User Content to the Site, Apps or the Service, you grant to the Site/Apps a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform that Content in connection with the provision of the Service; and you grant to each user of the Service, a worldwide, non-exclusive, royalty-free license to access your User Content through the Service, and to use, reproduce, distribute, prepare derivative works of, display and perform such Content to the extent permitted by the Service and under these Terms of Use;
- You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, or others, unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and
- You hereby agree that we have the right to determine whether your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. The Site/Apps are not responsible for any public display or misuse of your User Content.

The Site/Apps does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Service or with other Users.

The information, recommendations and/or services provided to you on or through the Site, Apps and the Service is for general information purposes only and does not constitute advice. TechyTravel will reasonably keep the Site and the Apps and its contents correct and up to date but does not guarantee that (the contents of) the Site and/or Apps are free of errors, defects, malware and viruses or that the Site and/or Apps are correct, up to date and accurate.

TechyTravel shall not be liable for any damages resulting from the use of (or inability to use) the Site or Apps (but to the exclusion of death or personal injury), including damages caused by malware, viruses or any incorrectness or incompleteness of the Information or the Site or Apps, unless such damage is the result of any wilful misconduct or from gross negligence on the part of TechyTravel.

The quality of the transportation services requested through the use of the Site, Apps or the Service is entirely the responsibility of the Transportation Provider who ultimately provides such transportation services to you. TechyTravel under no circumstance accepts liability in connection with and/or arising from the transportation services provided by the Transportation Provider or any acts, actions, behaviour, conduct, and/or negligence on the part of the Transportation Provider. Any complaints about the transportation services provided by the Transportation Provider should therefore be submitted to the Transportation Provider.

ONLINE CONTENT DISCLAIMER

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Site/Apps, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content.

We do not guarantee the accuracy, completeness, or usefulness of any information on the Site, Apps or the Service nor do we adopt nor endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statements made by other parties. We take no responsibility and assume no liability for any User Content that you or any other user or third party posts or sends via the Service. Under no circumstances will we be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service, or transmitted to users.

Though we strive to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable when you use or access the Site, Apps or the Service. We reserve the right, but have no obligation, to monitor the materials posted in the public areas of the Site, Apps or the Service or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. The

Company shall have the right to remove any material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of a misuse of our Service or violation of these Terms of Use, please contact us support@techytravel.app.

LINKS TO OTHER SITES AND/OR MATERIALS

As part of the Service, we may provide you with convenient links to third party website(s) (“Third Party Sites”) as well as content or items belonging to or originating from third parties (the “Third Party Applications, Software or Content”). These links are provided as a courtesy to Service subscribers. We have no control over Third Party Sites or Third Party Applications, Content or the promotions, information, goods or services available on these Third Party Sites or Third Party Applications, or Content. Such Third Party Sites and Third Party Applications, or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness, and we are not responsible for any Third Party Sites accessed through the TechyTravel’s Site, Apps or any Third Party Applications, or Content posted on, available through or installed from the Site or Apps, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, or Content does not imply our approval or endorsement. If you decide to leave the Site or Apps and access the Third Party Sites or to use or install any Third Party Applications, or Content, you do so at your own risk and you should be aware that our terms and policies, including these Terms of Use, no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Site to which you navigate from the Site or relating to any applications you use or install from the Third Party Site.

LICENSE GRANT, RESTRICTIONS AND COPYRIGHT POLICY

Subject to your compliance with these User Terms, TechyTravel grants you a limited, non-exclusive, non-transferable license:

1. to view, download and print any TechyTravel’s Content solely for your personal and non-commercial purposes; and
2. to view any User Content to which you are permitted access solely for your personal and non-commercial purposes.

You may not use, copy, adapt, modify, create derivative works from, distribute, license, sell, transfer, publicly display, publicly perform, reproduce, transmit, stream, broadcast or otherwise exploit the Site, Service, Application or Collective Content (TechyTravel’s and User’s), except as expressly permitted in these User Terms. You may not reuse any Collective Content without first obtaining the written consent of TechyTravel. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by TechyTravel or its licensors, except for the licenses and rights expressly granted in these User Terms.

LICENSE GRANT

We may, in our sole discretion, permit Users to post, upload, publish, submit or transmit User Content on the Site or through the Service or Apps. User Content will be deemed non-confidential and non-proprietary. Accordingly, TechyTravel shall have the non-exclusive, royalty-free, right to use, copy, distribute and disclose to third parties any User Content for any purpose, in any medium and throughout the world ("License Grant").

You acknowledge that TechyTravel only acts as a passive conduit for the distribution of the User Content and is not responsible or liable to you or to any third party for the content or accuracy of the User Content. TechyTravel shall not be continuously monitoring User Content published by you or moderating between Users, nor shall TechyTravel be under an obligation to do so. Without limiting the foregoing, you acknowledge and agree that any remarks, opinions, comments, suggestions and other information expressed or included in the User Content do not necessarily represent those of TechyTravel.

TechyTravel reserves the right at its sole discretion to block or remove (in whole or in part) any User Content posted or transmitted by you and which TechyTravel believes is not in accordance with these User Terms (including materials which infringe or may infringe third party intellectual property rights, rights of privacy or personality rights), or is otherwise unacceptable to TechyTravel.

By posting any User Content via the Site, Apps or Service, you expressly grant, and you represent and warrant that you have the right to grant, to the Company a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, email, phone number and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service.

INTELLECTUAL PROPERTY

These User Terms do not constitute a sale and do not convey to you any rights of ownership in or related to the Site, the Apps or the Service, or any intellectual property rights owned by TechyTravel. TechyTravel's name, logo, and the product names associated with the Application and Service are trademarks of TechyTravel, its affiliated companies or third parties, and no right or license is granted to use them.

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Other product and company names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under these Terms of Use.

USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you: (a) consent to receive communications from us in an electronic form via the email address or contact number you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address to send you other messages, including information about the Site, Apps or the Service, promotions and special offers. You may opt out of such email by sending an email to support@techytravel.app.

THIRD PARTY INTERACTIONS

During the use of the Site, the Apps and the Service, links to websites that are owned and controlled by third parties may be provided from time to time in order to enter into correspondence with, purchase goods or services from, participate in promotions of third parties. These links take you off the Site, the Apps and the Service and are beyond TechyTravel's control.

During use of the Site, the Apps and the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through a link on the Site or through the Apps or Service. These links take you off the Site, the Apps and the Service and are beyond TechyTravel's control. The websites you can link to have their own separate terms and conditions as well as a privacy policy. TechyTravel is not responsible and cannot be held liable for the content and activities of these websites. You therefore visit or access these websites entirely at your own risk.

Please note that these other websites may send their own cookies to users, collect data or solicit personal information, and you are therefore advised to check the terms of use or privacy policies on those websites prior to using them.

MODIFICATION OF TERMS OF USE

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in this agreement. Your continued use of the Site or the Service signifies your agreement to our revisions to these Terms of Use. We will endeavor to notify you of material changes to the Terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. Any changes to these Terms (other than as set forth in this paragraph) or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this agreement on our part via telephonic or email communications shall be valid.

TERMINATION

The Contract between TechyTravel and you is concluded for an indefinite period.

You are entitled to terminate the Contract at all times by permanent deletion of the Applications installed on your smart-phone, thus disabling the use by you of the Applications and the Service. You can close your user account at any time.

TechyTravel is entitled to terminate the Contract at all times and with immediate effect (by disabling your use of the Application and the Service) if you:

1. violate or breach any term of these User Terms, or
2. in the opinion of TechyTravel, misuse the Application or the Service. TechyTravel is not obliged to give notice of the termination of the Contract in advance. After termination, TechyTravel will give notice thereof in accordance with these User Terms.

Techytravel reserves the right to terminate access to certain areas or features of the website or Apps at any time for any reason, with or without notice. TechyTravel also reserves the universal right to deny access to particular users to any/all of its Services without any prior notice/explanation in order to protect the interests of TechyTravel and/or other visitors to the website or Apps. TechyTravel reserves the right to limit, deny or create different access to the website or Apps and its features with respect to different user(s), or to change any of the features or introduce new features without prior notice.