

## TERMS AND CONDITIONS

### 1. SCOPE AND APPLICABILITY

This document, hereinafter referred to as “Agreement” or “Terms and Conditions” sets out the legally binding terms for your use of <https://stayunmatched.com/> (“Website”) and participantship thereof. This Agreement may be modified from time to time. The participantship and rights of admissions are reserved with UNMATCHED.

This document is an electronic record in terms of the Information Technology Act, 2000 and rules there under pertaining to electronic records as may be applicable and amended from time to time, and is generated by a computer system not requiring any physical or digital signatures. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, 2021.

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS VERY CAREFULLY BEFORE USING THE WEBSITE. ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITE IMPLIES YOUR AGREEMENT TO BE BOUND BY THIS AGREEMENT/TERMS.**

If you do not want to be bound by the Agreement/Terms and Conditions, you must not use the Website or avail the services of UNMATCHED. This Agreement also includes the applicable Code of Conduct which are incorporated herein by way of reference for the Participant(s) and as amended from time to time.

While we appreciate that as a Participant you may prefer to customize the Terms and Conditions for your specific use, however as a platform we are unable to offer any customized or Participant-specific Terms and Conditions the scale and nature of our services and operations. Hence if you do not want to be bound by the Terms and Conditions /Agreement, you must not use the Website or any services offered in relation thereto. This Agreement also includes the applicable policies which are incorporated herein by way of reference and as amended from time to time.

In these Terms and Conditions, references to “**Participant(s)**” or “You” shall mean the individual(s) who after fulfilling the criteria as mentioned below, registers and avails the services of UNMATCHED. This Website and the brand “**UNMATCHED**” are owned and operated by

Happy Nomad Private Limited, CIN: U79110MH2025PTC459633, under the provisions of Companies Act, 2013 and having its registered office at WeWork Lightbridge, 6th Floor, Hiranandani Business Park, Saki Vihar Rd, Tunga Village, Chandivali, Powai, Mumbai, Maharashtra 400072, hereinafter referred to as "**UNMATCHED/we/us**".

UNMATCHED's Website acts as a platform to enable Participant(s) to themselves register on it and to voluntarily seek thoughtful ways for them to explore new places, meet new people, and build meaningful connections. It's not a dating or matchmaking platform and is a space exclusively for progressive, independent singles who prefer meeting offline.

We make every effort to provide you with the best services in a pleasant, friendly and safe atmosphere at all times. The Terms and Conditions given hereunder and, on our website, the travel registration form, any other printed material and brochures, form the basis of our agreement and understanding with you. UNMATCHED is a service facilitator & Participant(s) require to follow policies, rules & regulations, laws & orders of visiting destination and countries. You are requested to read, understand and sign in acceptance all the Terms and Conditions before you register yourself / friends for our travel as a 'Participant' to use our services.

### **General Explanations:**

- i. Each provision/term of these Terms and Conditions shall be severable and if any provision thereof is declared invalid, illegal or unenforceable, then remaining provisions nevertheless shall have full force and effect.
- ii. The masculine gender, shall also include feminine gender and vice versa, the singular shall include plural and vice versa and shall include grammatical variations thereof.

## **2. ELIGIBILITY AND RIGHTS OF PARTICIPATION**

Registration and rights to avail the services of UNMATCHED are reserved solely for individuals who fulfil all of the following criteria:

- i. individuals who are above the age of 18 years (if female) or 21 years (if male) and are of sound mind and capacity, and otherwise not incapacitated to contract under applicable laws and regulations, and;
- ii. individuals who are citizens of republic of India, including non-resident Indians (NRIs);

- iii. individuals who are unmarried;
- iv. individuals who are medically fit
- v. any individual who is not prohibited by law from using our services;
- vi. any individual who has not committed, been convicted of, or pled no contest to any crime involving violence or a threat of violence, or sexual misconduct.

If at any point of time UNMATCHED comes to know or is so informed by third party or has reasons to believe that any information provided by you for registration (including photos) or otherwise is found to be untrue, inaccurate, or incomplete, UNMATCHED shall have full right to suspend or terminate (without any notice) your UNMATCHED participation and forfeit any amount paid by you and refuse to provide UNMATCHED service to you thereafter. UNMATCHED also reserves the right to block the registration of your profile on Website, if any, in the case of your contact details/links being entered in irrelevant fields or if there are errors in any data entered by the UNMATCHED Participants in their profile. Registration of duplicate profiles of the same person is not allowed on UNMATCHED Website. UNMATCHED shall have full right to suspend or terminate (without any notice) such duplicate profile. You acknowledge and confirm that your registration with UNMATCHED and the usage of UNMATCHED services is with the bonafide intention of exploring new places, meeting new people, and building meaningful connections and not otherwise. Usage of the Website is restricted strictly to the registered UNMATCHED individual Participants/ only. Organizations, companies, businesses and/or individuals carrying on similar or competitive business cannot use the services of the Website and any commercial usage of this Website is strictly prohibited and UNMATCHED reserves its right to initiate appropriate legal action for breach of these obligation. If you wish to delete your profile you may do so on the Website by following the steps mentioned. Further, if you want us to delete/erase your data completely, please send us an email to [\[stayunx@gmail.com\]](mailto:stayunx@gmail.com) and we will forget you completely within 90 days from the receipt of your request.

### 3. ACCOUNT SECURITY

You are responsible for safeguarding the confidentiality of your Website login credentials such as your user id, password, OTP, etc., and for restricting access to your computer/mobile to prevent unauthorized access to your account.

#### 4. UNMATCHED'S ROLE

- i. UNMATCHED is a curated travel and experience platform designed for solo individuals and singles seeking group travel, shared experiences, and social interaction. The Company's role is limited to facilitating travel experiences and providing a platform through which registered Participants may connect and interact during such experiences. While UNMATCHED may use technology-driven tools, including automated or algorithm-based systems, to curate groups or recommend experiences based on stated preferences, UNMATCHED does not guarantee compatibility, personal connection, or outcomes arising from any interaction, relationship, or association formed during or after the travel experience.
- ii. UNMATCHED shall take reasonable and appropriate technical and organisational measures to safeguard Participant's Personal Data and sensitive information, including the use of industry-standard security practices, authentication protocols, access controls, and encryption mechanisms, in accordance with applicable laws.
- iii. Notwithstanding the security measures adopted, UNMATCHED does not guarantee absolute security of data transmitted over the internet and shall not be responsible for any unauthorised access, interception, or tampering by third parties with malicious intent during data transmission prior to such data reaching the Company's systems.
- iv. UNMATCHED may offer certain safety or participation features within its platform or during experiences, including mechanisms designed to enhance comfort, privacy, and user control during interactions. Such features are intended to promote a respectful environment; however, UNMATCHED does not guarantee the conduct or behaviour of any Participant(s) and shall not be liable for actions or omissions of other Participants during or after the experience.
- v. Unless expressly stated otherwise, UNMATCHED does not independently verify, authenticate, or endorse the information provided by any Participants. Participant(s) are solely responsible for exercising due care, discretion, and independent judgment while interacting with other Participant(s) and are advised to verify any information they consider material before engaging further.
- vi. Upon voluntary deletion or deactivation of a Participant(s) account, UNMATCHED shall stand fully discharged from its obligations to provide access to the platform or services under this Agreement, subject to any obligations that may survive under applicable law.
- vii. UNMATCHED takes utmost care in selecting all the services and/or third-party contractors who provide specific services to the Participants, like hotels, transport, sightseeing, restaurants etc ("Independent Contractors") UNMATCHED selects and curates various

aspects of the travel such as hotel, restaurant, airline, coach, shipping company etc but does not have any control over operating of the same. Though UNMATCHED takes utmost care of our Participant(s); UNMATCHED shall not be held responsible for any loss, harm, injury, death, damage caused by default, omission or act of employees or management of any such agencies or Independent Contractors.

viii. All Participant(s) booking and / or registering for travel organized / proposed to be organized by UNMATCHED shall read, understand, abide by, strictly comply and observe all the Terms and Conditions laid down herein or in any / all other publications by UNMATCHED. We endeavour to update our Participant(s) from time to time by sending the Participant(s) various travel related instructions through SMS / emails / telephone/ or by any other mode of communication, solely for convenience of the Participant(s). Participant(s) should check mails regularly for updates sent from UNMATCHED email id stayunx@gmail.com\_. Participant(s) are advised to visit Website to keep yourself updated with the Terms and Conditions, as UNMATCHED reserves right to change the Terms and Conditions at any time without prior intimation.

## 5. PARTICIPANT(S)' ACCEPTANCE ON THE TRAVEL REGISTRATION FORM

Your using the Website and/or signature or consent on the online or offline registration form for Participants (“**Registration Form**”) and/or payment of the initial registration amount or the full payment as the case may be, whichever earlier shall mean acceptance by the Participant(s) in totality of the Terms and Conditions contained herein. Participant. Participant(s) are requested to sign such forms, documents or other travel related papers wherever it is required.

## 6. PARTICIPANT(S)' INTENTION TO PARTICIPATE IN THE TRAVEL

The payment of registration amount just indicates Participant(s)' intention of participation in the travel but does not entitle him to any of the services including travel tickets, visas, hotel accommodations etc. until the full travel tariff payment has been received by UNMATCHED.

## 7. MINIMUM BOOKING OF THE TRAVEL

The travel shall proceed only if the number of Participant(s) who have booked the travel exceed 20 and the said booking of 20 Participant(s) must be received by UNMATCHED at least 30 calendar days prior to the scheduled start of the travel. If the number of Participant(s) booked for

any travel falls below 6 or 8, then travel may be merged with other travel. However UNMATCHED may cancel the travel without assigning any reason and in such an event the Participant(s) can claim only the amount paid by him after deducting the taxes & visa fees if paid by UNMATCHED to Visa Processing centre or Consulate. Visa needs to apply well in advance along with visa fees to avoid delay in receiving visa and scope for re-apply if visa is rejected. In the event of UNMATCHED deciding to cancel the travel, cancellation of travel shall be communicated at least 15 calendar days prior to the date of commencement of travel via any of the following modes (a) SMS (b) telephone (c) email; as per the details provided by the Participant(s) or by any person for and on behalf of Participant(s) in the registration form.

## 8. HEALTH

You acknowledge that you are aware about the itinerary and are medically fit to undertake the said travel. UNMATCHED reserves the right to ask the Participant(s) to provide written certification of his medical fitness before departure. The persons who are medically fit to undertake the said travels only shall join the said travel. The persons who are and/or who have suffered from any ailments for which they have taken medical treatment and/or have gone into check-up and/or hospitalization shall join the travel at their own risk. It is the responsibility of Participant to provide medical certificate on travel or before joining the travel if required by governing authority of the visiting place at your own cost. In case of any health emergency or health related issues while traveling, the Participant(s) shall solely be responsible for it and to make their own arrangements on the travel for medical assistance & other expenses. UNMATCHED reserves the right to cancel/restrict/modify/amend the travel of such Participant(s) without assigning any reasons and no refund is applicable in such case. In case of death of Participant(s), all the arrangements and advance payments for transportation of dead body including procuring the death certificate, postmortem, repatriation of dead body with all personal effects/property and insurance claims etc. shall be made by the family or relatives of the Participant.

## 9. PERSONS OTHER THAN THOSE WHO BOOKED INSURANCE

Participant(s) are advised and recommended to acquire adequate insurance policy and cover to meet expense of hospitalization, accident etc. during the travel.

## 10. PAYMENT TERMS AND REFUND POLICIES

The registration amount paid at the time of booking is not refundable and interest free. Participant(s) shall pay balance payment 45 days prior to departure. The bookings shall be processed by UNMATCHED once the registration amount or the full payment as the case may be is paid in full.

The travel estimate is calculated as per the rates prevailing at the time of quoting it. Total travel tariff should be paid 45 days before travel departure or due date mention on invoice whichever is earlier. Interest @ the rate of 18% p.a. will be charge on delay payment. UNMATCHED reserves the right to change the tariff in the event of modification/alteration/change/ variation in the said rates before the date of departure. Any such increase in the travel tariff accordingly, must be paid in full by the Participant(s) before travel departure. All travel tariffs are exclusive of all taxes applicable from time to time. Participant hereby unconditionally accept that the prices, set of services and inclusions may vary as per product, season etc and the same shall not be considered for any kind of comparison universally. Travel tariff mentioned in our Brochure/website/Mobile App are at the time of publication & subject to change.

Payment made by internet banking / debit / credit card/ Paypal/ RTGS/ NEFT/UPI would be in accordance with the prevailing guidelines of the Reserve Bank of India. Confirmation of UNMATCHED services shall be subject to realization of the said payment. You agree to provide us with your Permanent Account Number / Form 60/61 of the Income Tax Act, 1961 and rules thereunder when you register for a travel package of UNMATCHED above exempted threshold amounts under Income Tax Act, 1961.

By purchasing our paid package/services, you provide your explicit consent to share your mobile number to our authorized Payment Service Providers, mainly for the purpose of facilitating payment processing, transaction-related communications, and fraud prevention.

Any payment made directly to UNMATCHED's bank account through any electronic mode such as net banking, payment gateway, payment wallet, cheque deposit etc., should be informed within 24 hours with valid documentary proof of payment through physical Copy/email. Payment receipt will be issued only after intimation by the Participant to UNMATCHED.

UNMATCHED reserves the right, including without prior notice, to limit the available quantity of or discontinue making available any feature, service or other offering; to impose conditions on the honouring of any coupon, discount, offer or other promotion; to bar any Participant(s) from making any transaction; and to refuse to provide any Participant(s) with any product, service or other offering or to honour any offer.

**Generally, all charges for purchases are non-refundable, except as provided herein or required under applicable laws.**

## 11. DISCOUNTS / BENEFITS

Early booking of travel makes the Participant(s) eligible for the benefit or discount as declared by UNMATCHED which are valid for limited number of seats, limited period, specific travel dates and varies from travel to travel, region to region and country to country, Participant to Participant and age of the Participant. The agreed amount of discount is subject to timely payments by Participant(s) i.e. minimum 45 days prior to the travel departure date. Accordingly, UNMATCHED reserves the right to amend, alter, vary or withdraw any of the discounts/benefits without prior intimation to the Participant(s).

## 12. TRAVEL DOCUMENTATION

It shall be sole responsibility of the Participant(s) to hold required valid travel documents and statutory clearances including court permissions, including passports, visas, confirmed travel tickets, travel insurance including medical treatment, Medical fitness certificate on travel or before departure as per the rules of visiting country any other document used to confirm the services of travel including an arrangement with independent contractor and other statutory certificates, to enable him/her to undertake travel. All travel documents are non-transferable and must be issued in the name of the passport/photo identity holder, otherwise the booking may be cancelled. The Participant(s) shall ensure timely collection of all such documents enabling them to undertake travel and be present in time for departure. Participant(s) should keep certified true copies and photocopies of all travel documents, statutory clearances including court permissions, passports, visas, confirmed travel tickets, travel insurance. Participants are requested to arrive at the airport 3 to 4 hours prior to departure as per airline guidelines.

### 13. PHOTO IDENTIFICATION

It is mandatory for all Participants to carry the original photo identification and address proof in the form of driving license, election ID card, Aadhar Card, Passport, OCI card etc, as applicable and submit a copy of the same to UNMATCHED. All Participants are required to carry photo identification as required by the rules & regulations of the visiting country. Such rules varies from time to time and country to country and available on official website of the consulate of respective countries and Participant(s) needs to read it for hassle-free travel.

### 14. CHANGES IN TRAVELS/ITINERARY

In case of any situation beyond its control, UNMATCHED reserves the right to change / modify/vary/alter the travel itinerary/change of date of the travel tariff accordingly. Such changes etc. shall be intimated to Participant(s), prior to the departure of the travel as the case may be. Additional charges, if any, due to such changes etc. over and above the travel tariff have to be paid by the Participant(s) before or on travel itself as the case may be. No complaints /compensations and/or claiming of refunds beyond the provided refund by UNMATCHED shall be entertained for limitation and/or non- availability of services beyond the control of UNMATCHED including museums, restaurants, sightseeing, shopping etc. though included in tour itinerary.

### 15. CANCELLATION CHARGES

You have booked the travel, where UNMATCHED requires to book services like hotel, air, transportation etc. in advance because all group need to travel at the same time and stay together in one hotel. Our moto is to avoid all inconvenience to Participant & enjoy their travel happily. And for blocking the reservations, we need to make the payment in advance. If you cancel after registration, cancellation charges may apply. In order to cover our expected losses from the cancellation there's a set scale of charges which must be paid by the Participant. The cancellation charges are a percentage of total trip cost which varies with the number of days prior to departure date.

There is no fixed cancellation charge amount. Each trip is priced differently, and accordingly, the applicable cancellation percentage may vary depending on the total cost of the trip, commitments made, and timelines involved. The specific cancellation terms for each trip shall be communicated

to the Participant(s) at the time of booking or shared separately as part of the trip details. By confirming participation, Participant(s) acknowledge and accept that cancellation charges are dynamic and trip-specific, and that refunds (if any) will be processed in accordance with the applicable cancellation structure shared for that particular trip.

i. **General Terms applicable for cancellations:**

- a. Applicable refund as per cancellation policy will be paid within 10 working days from the date of cancellation in INR only.
- b. No interest will be payable on refund of any cancelled travel Cancellation shall attract the cancellation charges on published travel cost
- c. Participant should communicate any correspondence towards cancellation from their registered email-Id with UNMATCHED on email [stayunx@gmail.com](mailto:stayunx@gmail.com)

d. **Travel cancelled by Participant:**

If the Participant decides to cancel the travel for any reason, he shall make a written application to UNMATCHED and/or email from their registered email-id with UNMATCHED on [stayunx@gmail.com](mailto:stayunx@gmail.com) with Cc to staff who booked your travel. Cancellation is valid only if sent on abovementioned email address only. Any other form including oral, telephone, sms etc. shall not be treated as request for cancellation.

Booking after cancellation will be treated as fresh booking for all purpose.

Air Ticket Cancellation and deposit forfeit charges are applicable as and when occur under the rules of the concerned airlines.

e. **Travel cancelled by UNMATCHED:**

UNMATCHED may cancel the travel without assigning any reason and in such an event the Participant(s) can claim only the amount paid by him after deducting the taxes & visa fees if paid by UNMATCHED to visa Processing centre or Consulate.

When UNMATCHED decides to cancel the travel, cancellation of travel shall be communicated at least 15 calendar days prior to the date of commencement of travel, unless force majeure situation, via any of the following modes (a) email (b) SMS (c) telephone; provided by the Participant(s) in travel Registration form.

**16. RIGHTS OF ADMISSION RESERVED:**

Participant with medical ailment: If any Participant(s) is suffering from any medical ailment UNMATCHED reserves the right to cancel the booking / registration of such Participant(s) on medical and/or other grounds without assigning reasons thereof. UNMATCHED also reserves the right to restrict / modify / amend / discontinue the travel of such Participant(s) without assigning any reasons. Additional cost incurred will be payable by Participant. No refund is applicable to Participant.

UNMATCHED reserves the rights to cancel the booking/registration of any of the Participant after acceptance of the payment but prior to commencement of the travel, without assigning any reason. In such event UNMATCHED shall only refund the payment received from the Participant for the travel.

UNMATCHED reserves the rights to terminate the booking/registration, prior to departure/during travel, if the Participant is not following the Code of Conduct guidelines, as mentioned hereinbelow, of the travel or without assigning any reason whatsoever. In such an event, no refund or compensation shall be paid to the Participant and he shall have to bear and pay the expenses for his return travel.

## **17. CUSTOMER CARE/GRIEVANCE OFFICER**

In the event you come across any concerns in our service, then please be free to contact us:

Customer Grievance Officer:

Email ID:

Contact No:

The Grievance office shall be available between 10 am till 6 pm Indian Standard Time from Monday to Saturday excluding Sunday and public holidays in India. Any and all complaints to the Grievance Officer shall be in writing.

## **18. TERMINATION**

We / UNMATCHED in good faith reserve our right to terminate the services enjoyed by the Participant(s) at the sole discretion without any notice to you and take appropriate legal action, including reporting to the law enforcement authorities, in case you:

- i. violate the Code of Conduct guidelines
- ii. have provided incorrect information for availing our services;
- iii. have committed any fraudulent/ unlawful/ illegal activities through the use of our services;
- iv. have violated this Agreement/Terms and conditions or;
- v. have misappropriated the name, likeness, email address, contact no or other personally identifiable information of another UNMATCHED Participant(s) without consent of the person or act with other Participants/employees in indecent/improper manner,
- vi. if UNMATCHED receives any complaint against you and consequently we have suspended our services or banned you in good faith, then we shall not be liable to you in any manner whatsoever, including for any loss, costs, expenses, or consequence, if any.

Upon termination of UNMATCHED's services, your right to be a part of UNMATCHED's services will cease immediately. All provisions of this Terms and conditions that by their nature should survive termination shall survive termination, including, without limitation, disclaimers, and limitations of liability. Termination of your right to be a part of UNMATCHED's services shall not relieve you of any obligations arising or accruing prior to such termination

## 19. TRAVEL COMMUNICATION AND NOTIFICATION

Participant(s) acknowledge and agree that all communications relating to Travel/Travel, including but not limited to participation confirmation, non-confirmation, wait listing, event modifications, resizing, cancellation, shall be communicated primarily through email id [stayunx@gmail.com]

Participant(s) are responsible for regularly checking the Website for Travel-related updates.

## 20. YOU AGREE TO BE CONTACTED BY UNMATCHED

- i. You hereby consent for receiving communication including promotional communications through any medium of communications such as electronic mails, calls, SMS or through WhatsApp messages from UNMATCHED or their partners/associates.
- ii. Upon successful registration for a travel, the Participant expressly consents to being added to a dedicated WhatsApp group created for that specific travel. This group shall be used solely for the purpose of sharing travel-related information, updates, itineraries, safety instructions, and other necessary communications. The Participant acknowledges that their mobile number

and name may be visible to other participants in the group. UNMATCHED shall not be responsible for any direct communication between Participant(s) outside the scope of official travel-related updates. Participation in the WhatsApp group is optional, however, opting out may result in the Participant missing important travel-related information.

- iii. Further, you confirm that the mobile number submitted to UNMATCHED or alternative number if any provided, on the Website is not registered with the Do Not Disturb / National Customer Preference Register of the Telecom Regulatory Authority of India (TRAI) and they shall not initiate any complaint against UNMATCHED. Participant further confirms that even if you are registered with the telecom service provider under the category Do Not Disturb / National Customer Preference Register the calls from UNMATCHED either to the verified mobile number or alternative number if any provided shall not be treated as promotional calls.
- iv. You may also opt for not getting any call from UNMATCHED by ticking the appropriate box in the Website, provided that, you agree to receive calls from our Travel Manager for contacting you.

## 21. PHOTOGRAPHS OR VIDEO CLIPS

UNMATCHED reserves the right to use photographs / video clips of the Participant taken on travel and/ or given by Participant, for promotion of UNMATCHED Business without obtaining prior permission of the concerned Participant. Such photographs / video clips can be used on any media with due respect for emotions/sentiments of Participant(s).

## 22. LIMITATION OF LIABILITY

### **UNMATCHED shall not liable for:**

- i. delayed / cancelled / last moment price increased by the independent contractor.
- ii. any loss of person or property caused or damaged or suffered by the Participant(s) on account of deficiency in services by any independent contractor. Any gesture of courtesy extended by UNMATCHED to the Participant(s) to minimize such loss or damage shall not constitute an admission of such liability or a waiver. UNMATCHED shall in no circumstances whatsoever be liable to the Participant(s) or any other person for any loss or expenses incurred due to theft or any other reason whatsoever during the tour and the entire responsibility of taking care of their valuables shall be that of the Participant(s).

- iii. train/flight delays, on account of any reason whatsoever rescheduling/cancellation of train / flights inter-connection meals not being served etc.
- iv. any overstay expenses on account of any delay or changes in air, bus, ship, train or cancellation of special bogie on account of Force Majeure including weather conditions, strike, war, quarantine, or any other reason whatsoever
- v. any sightseeing missed and/or the program being curtailed after commencement of the tour and/or before the due period for any reason beyond control of UNMATCHED including political, natural calamity, monument under renovation, VIP movement and security, heavy rush at sightseeing places, road traffic congestion, pandemic etc.,
- vi. any travel, holiday, excursion facility exceeding the total amount paid or agreed to be paid by the Participant(s) for the travel, including any consequential loss or additional expense whatsoever if the Participant(s) is not allowed to board the train/flight on account certain reasons beyond the control of UNMATCHED.
- vii. any loss of baggage by Independent Contractor or their agents, hotel staff, bus/coach or during travel including damage or loss caused to the Participant due to negligence or technical fault or any other reason whatsoever on account of any change, amendment or cancellation in their schedule by airline/railway authority/cruises / Euro rail etc.
- viii. allocation of seats, and food service in the aircraft.
- ix. any personal injury, sickness, accident, loss, delay, discomfort, consequential loss and/or damage or any damage to baggage or personal effects howsoever caused.
- x. death of the Participant while on travel and all applicable rules and procedures of law are to be followed strictly and all the procedures pertaining to the death shall have to be tackled and handled by the Participant or their relatives themselves at their own cost and consequences.
- xi. any injury, loss, personal harm, death or damage caused to any person or property by the act or default of the management / employees / agents of any independent contractor.

Any damages, additional expenses or any consequential losses suffered by the Participant(s) due to cancellation, amendment and / or alteration of any of the services of the travel mentioned in the itinerary / brochure by UNMATCHED after the registration by the Participant(s).

### **23. YOUR ROLE AS A PARTICIPANT(S) AVAILING THE SERVICES OF UNMATCHED**

- i. **You as a Participant(s) agree that:**

- a. You shall provide accurate and true information about yourself and shall not impersonate any other person. You warrant that all personal data and information provided to UNMATCHED for booking purposes (e.g., name, contact details, passport information, medical details) is complete, accurate, and current.
- b. You are Solely Responsible for securing and maintaining all necessary travel documents, including valid passports, visas, permits, medical clearances, and vaccination certificates required for all destinations on the itinerary. You acknowledge that failure to secure or maintain these documents may result in denied boarding or entry, and no refund will be issued by UNMATCHED.
- c. You will comply with all local, regional, and national laws, regulations, and governmental advisories (including those related to customs, immigration, and health) of the countries visited throughout the duration of the trip.
- d. You will not transport or possess any item or substance that is illegal, prohibited, or restricted by the laws of any country on the itinerary.
- e. You will abide by UNMATCHED's Code of Conduct at all times, treating all fellow travellers, UNMATCHED employees, third-party partners, and local residents with courtesy and respect.
- f. You will respect employees of UNMATCHED including but not limited to travel guides, volunteers, third-party hosts, agents representing or working on behalf of UNMATCHED. (“Authority”) by immediately complying with all lawful directions and safety instructions provided by the Travel Leader, guides, and transportation operators, particularly in emergency situations.
- g. You will not engage in any conduct that is disruptive, abusive, harassing, illegal, or that endangers the health, safety, or enjoyment of others.
- h. You acknowledge that failure to adhere to the Code of Conduct or the lawful instructions of the Travel Leader constitutes a material breach of this Agreement, potentially resulting in your immediate removal from the travel without right to refund or compensation.
- i. You will be responsible for all charges, fees, and penalties arising from your personal actions, including damage to hotels, transportation, or other third-party property caused by your negligence or wilful misconduct.
- j. You acknowledge and agree that UNMATCHED shall not be liable for the loss, theft, or damage of your personal belongings, luggage, travel documents, or money during the course of the trip.

- k. You provide consent for UNMATCHED to process and share your personal data with necessary third-party service providers (e.g., airlines, hotels, local guides) solely for the purpose of fulfilling the contracted travel services.

  

- ii. **You as a Participant(s) agree that You will not:**
  - a. refuse to comply with the lawful and reasonable instructions, directives, or safety warnings issued by UNMATCHED's representatives (including Travel Leaders, guides, or drivers), particularly those related to health, safety, or security.
  - b. wilfully or negligently engage in any behaviour that compromises the physical security of yourself, fellow travellers, UNMATCHED staff, or the integrity of any accommodations, transport, or location.
  - c. possess or utilize any illegal narcotics, unauthorized firearms, dangerous weapons, or other items prohibited by local or international law.
  - d. participate in any act of physical, verbal, or sexual harassment, intimidation, discrimination, bullying, or abuse directed at any person, regardless of their nationality, race, religion, gender, or sexual orientation.
  - e. engage in any form of human trafficking, sexual exploitation, or any activity involving the sale or purchase of illegal goods or services.
  - f. Intentionally or recklessly cause damage to any property belonging to UNMATCHED, its suppliers (e.g., hotels, bus companies), or local residents.
  - g. engage in any act of financial fraud, misrepresentation, or any activity intended to deceive UNMATCHED, its partners, or any other traveller for unauthorized monetary gain.
  - h. falsify invoices, expense reports, or misappropriate UNMATCHED or traveller funds.
  - i. misrepresent Self: Impersonate any other person, or falsely represent your identity, age, or relationship to UNMATCHED or another party.
  - j. treat any religious, historical, or cultural monument with disrespect, or remove any artefacts, archaeological items, or natural resources (flora or fauna) from their original location without explicit legal permission.
  - k. participate in any activity that promotes the cruel, unethical, or illegal treatment of animals or wildlife, including purchasing souvenirs made from endangered species.
  - l. fail to dispose of waste properly or engage in any behaviour that pollutes the local environment or natural habitat.

## 24. CODE OF CONDUCT GUIDELINES

- i. Adherence to Instructions: Always follow the directions, advice, and safety instructions provided by your travel leader, local guides, and transport operators.
- ii. Personal Responsibility: Be responsible for your own safety, belongings, and passport/visa documentation. Do not leave valuables unattended.
- iii. Substance Use: Use alcohol responsibly. Strictly prohibit the possession, use, or distribution of illegal drugs or substances. Any Participant(s) involved in such activity will be immediately removed from the travel at their own expense.
- iv. Inclusivity and Respect: Treat all fellow travellers, staff, guides, and local residents with dignity and respect.
- v. Punctuality: Be punctual for all scheduled departures, meetings, and activities. Delays impact the entire group's itinerary and experience.
- vi. Accommodation: Respect the property of the accommodation providers. Be mindful of noise levels, particularly during late hours, to avoid disturbing other Participants and group Participant(s).
- vii. Misinformation: Strictly prohibit spreading false information or conspiracy theories. Such theories can cause unnecessary panic and disrupt the peace.
- viii. No Harassment: Strictly prohibit any form of harassment, discrimination, bullying, or abusive behaviours (verbal, physical, or sexual) towards anyone encountered during the trip.
- ix. Suicide & Self-Harm: Strictly prohibit the display, transmission, or sharing of any content that encourages, promotes otherwise glamorizes acts of self-harm, suicide, or the development of severe eating disorders. Sharing personal mental health experiences is allowed if done sensitively.
- x. Violent Content: Strictly prohibit the posting, transmission, or display of any content that is gratuitously graphic, involves non-consensual violence, or depicts injury, acts of self-harm in a visually explicit manner.
- xi. Scams & Fraud: Strictly prohibit from engaging in any act of financial fraud, misrepresentation, or any activity intended to deceive UNMATCHED, its partners, or any other Participant(s) for unauthorized monetary gain.
- xii. Local Laws: Comply with all local and national laws and regulations of the destinations visited, including those related to currency, customs, consumption of goods, and age restrictions.

- xiii. Child Exploitation: Strictly prohibit any content that sexualizes or endangers children, including sharing abusive and sexual material.
- xiv. Prohibited Items: Strictly prohibit purchase, transport, or possession of any items that are illegal or prohibited by local laws or international conventions (e.g., narcotics, weapons, illegal artefacts).
- xv. Cultural and Environmental Respect: Respect for local environments and communities is essential for sustainable travel
  - a. Cultural Sensitivity: Show respect for local customs, traditions, religious sites, and dress codes. When visiting sacred sites, follow all rules regarding attire, photography, and noise.
  - b. Photography: Always ask permission before taking photographs of local people, particularly children or religious activities. Respect any requests to stop filming or taking pictures.
  - c. Environmental Impact: Travel lightly and minimize your waste. Never litter. Support UNMATCHED's commitment to sustainability by conserving water and energy in accommodations.
  - d. Wildlife: Observe wildlife from a safe and respectful distance. Do not feed, touch, or harass animals. Do not purchase souvenirs made from endangered or protected species.

## 25. CONSENT TO COMMUNICATION AND LOCATION BASED FEATURES

We may provide you with emails, text messages and other messages related to UNMATCHED's services, such as offers, events, and other promotions. If you no longer wish to receive any form of communication such as emails, text messages, notifications from UNMATCHED, you can unsubscribe or opt out by either following the specific instructions included in such communications, or by emailing us with your request at [stayunx@gmail.com](mailto:stayunx@gmail.com) (email ID).

The Website may allow access to or make available opportunities for you to view certain content and receive other products, services and/or other materials based on your location. To make these opportunities available to you, the Website will determine your location using one or more reference points, such as GPS, Bluetooth and/or software within your mobile device. If you have set your mobile device to disable GPS, Bluetooth or other location determining software or do not authorise the Website to access your location data, you will not be able to access such location-specific content, products, services and materials.

You can unsubscribe or opt out by emailing us with your request at \_\_\_\_\_ (email ID).

## 26. DISCLAIMER

THIS WEBSITE IS PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

PARTICIPANT(S) ACKNOWLEDGE THAT ALL TRAVEL, PARTICULARLY GROUP TRAVELS AND EXPEDITIONS, INVOLVES CERTAIN INHERENT RISKS, DANGERS, AND HAZARDS. THESE INCLUDE, WITHOUT LIMITATION: INJURY, ILLNESS, DELAY, DAMAGE TO OR LOSS OF PROPERTY, AND POTENTIAL PERSONAL LOSSES THAT MAY OCCUR DUE TO NEGLIGENCE OF THIRD PARTIES (INCLUDING HOTELS, TRANSPORTATION PROVIDERS, AND LOCAL OPERATORS), *FORCE MAJEURE* EVENTS, OR UNFORESEEN GEOPOLITICAL EVENTS. THE PARTICIPANT(S) VOLUNTARILY ACCEPTS AND ASSUMES ALL SUCH RISKS ASSOCIATED WITH PARTICIPATION IN THE TRAVEL

THE PARTICIPANT(S) ACKNOWLEDGE AND AGREE THAT THE SINGLES TRAVEL SERVICE IS OFFERED PRIMARILY AS A TRAVEL, SOCIAL, AND ENTERTAINMENT EXPERIENCE. THE COMPANY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE SUCCESS, OUTCOME, OR NATURE OF ANY SOCIAL OR ROMANTIC INTERACTION BETWEEN PARTICIPANT(S), AND OFFERS NO GUARANTEE OF A SUCCESSFUL MATCH OR RELATIONSHIP.

SHOULD APPLICABLE LAW NOT PERMIT THE FOREGOING EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THEN WE GRANT THE MINIMUM EXPRESS OR IMPLIED WARRANTY REQUIRED BY APPLICABLE LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS SECTION.

ADDITIONALLY, WE DO NOT MAKE ANY WARRANTIES THAT THE WEBSITE OR THE SERVICES PROVIDED WILL BE UNINTERRUPTED OR ERROR FREE OR THAT YOUR AVAILING OF THE SERVICES WILL MEET YOUR EXPECTATIONS OR THAT

THE, SITE, OUR CONTENT, ANY MEMBER CONTENT, OR ANY PORTION THEREOF, IS CORRECT, ACCURATE, OR RELIABLE. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER PARTICIPANT(S)S. UNMATCHED IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY PARTICIPANT(S). UNMATCHED DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS PARTICIPANT(S)S. UNMATCHED SHALL NOT BE LIABLE FOR ANY CRIMINAL, UNLAWFUL OR HARMFUL ACTS COMMITTED BY ANY PARTICIPANT, WHETHER ONLINE OR OFFLINE, AND HAS NO OBLIGATION TO MONITOR PARTICIPANT(S) CONDUCT.

## 27. CLASS ACTION SUIT

You acknowledge and confirm that you will not bring or participate in any class action or other class proceeding in connection with any dispute with UNMATCHED. Further neither you nor UNMATCHED agrees to class arbitration.

## 28. REPORTING GUIDELINES

All Participants have a responsibility to uphold this Code of Conduct. If you witness or become aware of any actual or suspected violation of this Code, including:

- i. Illegal activities or financial misconduct;
- ii. Unethical treatment of fellow Participant(s)s, travel guides, or local communities;
- iii. Violations of safety procedures that endanger others;
- iv. Acts of harassment, discrimination, or abuse

You are required to report the matter promptly and in good faith, providing all known facts and evidence to [stayunx@gmail.com](mailto:stayunx@gmail.com)

All reports will be treated with the highest degree of confidentiality permitted by law and the needs of a thorough investigation. UNMATCHED will undertake a fair, impartial, and prompt investigation into all reported matters and will take appropriate corrective and disciplinary action based on the finding.

## 29. DISPUTES BETWEEN PARTICIPANTS

- i. UNMATCHED Participants are solely responsible for the communications (through any medium) with co-Participants or vice versa. UNMATCHED expressly disclaims any

responsibility or liability for any monetary transaction(s) or exchange(s) or interaction(s) or passing of information(s) etc. between any UNMATCHED Participants interest via e-mail, chat, interaction, WhatsApp or any other medium of communication between UNMATCHED Participants either using website or otherwise.

- ii. UNMATCHED has no obligation, to monitor any such disputes arising between the UNMATCHED Participants, and UNMATCHED shall not be party to any such dispute/litigation etc.
- iii. UNMATCHED is not a broker or the agent of any UNMATCHED Member, and UNMATCHED does not partake in the exchange of any kind of discussion between the UNMATCHED Participants and co-Participants or the results of their discussion.

## **30. INDEMNITY**

By using UNMATCHED's services you agree to defend, indemnify, and hold harmless UNMATCHED, its subsidiaries, affiliates, directors, officers, agents, and other partners and employees, fully indemnified and harmless from any loss, damage, liability, claim, or demand, including reasonable attorney's fees, made by any person through improper use of the service provided by UNMATCHED. This defence and indemnification obligation will survive in perpetuity.

## **31. JURISDICTION AND APPLICABLE LAW**

- i. The registration to and availing of all of UNMATCHED services are deemed to have been entered into within the territorial Jurisdiction of Mumbai, India and the laws of India shall apply to this Agreement/Terms and Conditions.

You unconditionally agree that all such disputes and / or differences if any shall be governed by the Laws of India and submit to the exclusive jurisdiction of appropriate courts of law in Mumbai, India.

## **32. CHANGES IN THIS AGREEMENT/TERMS AND CONDITIONS**

UNMATCHED reserves the right to amend the Terms and Conditions of the Website from time to time. You are requested to visit the Website for the latest version of the Terms and Conditions.

Any such changes or updated Terms and Conditions shall be deemed to be accepted by you and incorporated herein, should you continue using the Website.