

WEBSITE TERMS OF USE

AYUROOMS AND WELLNESS PVT LTD

Governing access to and use of www.ayurooms.com

Last Updated: [DATE] | Version: 1.0

1. READ BEFORE PROCEEDING.

These Website Terms of Use (“Terms”) govern access to and use of the Platform operated by Ayurooms and Wellness Pvt Ltd (“Company”). By accessing the Platform, the User agrees to be bound by these Terms.

Where a User proceeds to make an enquiry or Booking, the Company’s Customer Terms & Conditions and Booking, Payment, Cancellation & Refund Policy shall additionally apply.

2. ACCEPTANCE AND CONTRACT FORMATION

By accessing, browsing, enquiring through, communicating with, or using the Platform, you agree to these Terms. If you do not agree, you must not use the Platform. A Customer who proceeds to request or confirm a Booking also agrees to the contractual documents identified in the Booking Confirmation.

The Company may require affirmative acceptance by checkbox, button, electronic signature, reply message, payment action, or another auditable affirmative act before a Booking is confirmed. A pre-ticked box or passive use shall not be treated as affirmative acceptance where applicable law requires express consent.

3. BUSINESS MODEL AND ROLE

Ayurooms is a wellness-travel curation, booking and concierge platform focused on Ayurvedic, wellness and related travel experiences. The Platform may display, curate, recommend, market, facilitate and/or arrange services supplied by independently owned and operated Partner Resorts and other third-party service providers.

The legal capacity in which Ayurooms acts for a particular service shall be identified in the applicable Booking Confirmation or service-specific terms. Depending on the arrangement, Ayurooms may facilitate a booking as an intermediary/booking facilitator, provide specified concierge or ancillary services in its own capacity, or act in another expressly stated capacity. Nothing on the Platform by itself converts an independent Partner Resort into an employee, agent, joint venturer or legal representative of Ayurooms.

4. DEFINITIONS

- “Ayurooms”, “Company”, “we”, “us” or “our” means Ayurooms and Wellness Pvt. Ltd.
- “Customer”, “you” or “your” means the person accessing the Platform, making an enquiry, or making/benefiting from a Booking.
- “Platform” means www.ayurooms.com and related websites, digital interfaces, communication channels and technology-enabled services operated or authorised by Ayurooms.
- “Partner Resort” means an independently owned and operated resort, wellness centre, Ayurvedic facility or other service provider whose services may be arranged through Ayurooms.

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- “Booking” means a confirmed reservation or service arrangement accepted by Ayurooms and/or the relevant Partner Resort as stated in the Booking Confirmation.

5. PERMITTED USE

- Use the Platform only for lawful purposes and for genuine travel, wellness, information, enquiry or booking requirements.
- Provide accurate information and update information where it changes.
- Do not interfere with Platform security, reverse engineer non-public systems, scrape protected data, introduce malware, or attempt unauthorised access.
- Do not impersonate another person, submit fraudulent enquiries or bookings, manipulate reviews, or use the Platform to transmit unlawful, abusive or misleading material.
- Do not use automated means to extract content or customer data except where expressly authorised by Ayurooms.

6. INFORMATION, PRICES AND AVAILABILITY

Descriptions, photographs, room categories, treatment schedules, inclusions, availability and prices are provided for general information and may change before confirmation. A quotation or itinerary is not a confirmed Booking unless the Booking Confirmation states that it is confirmed. Errors or omissions may be corrected before confirmation.

Once a Booking is confirmed, the commercial particulars stated in the Booking Confirmation govern that Booking, subject to the applicable cancellation, amendment, force majeure, medical and Partner Resort terms.

7. THIRD-PARTY SERVICES AND LINKS

Partner Resorts and other third-party providers are independent businesses. Their own terms, operational requirements, health/safety protocols, check-in requirements, treatment decisions and service conditions may apply. External websites and payment interfaces are subject to their own terms and privacy practices.

8. INTELLECTUAL PROPERTY

The Platform, Ayurooms brand, content, layouts, photographs where owned/licensed, databases, templates, workflows, recommendation structures, CRM logic, AI prompts, software, compilations and other proprietary materials are protected by applicable law. No licence is granted except the limited right to use the Platform for its intended purpose.

9. ELECTRONIC COMMUNICATIONS

You consent to receive service-related communications by email, telephone, SMS, WhatsApp or other electronic channels you provide, including quotations, Booking Confirmations, payment reminders, amendments, cancellations, operational notices and grievance communications. Marketing communications will be handled in accordance with applicable law and your stated preferences.

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10. DISCLAIMER

The Platform is not a substitute for medical advice or emergency services. Ayurooms does not itself diagnose, prescribe or administer medical or Ayurvedic treatment unless expressly stated otherwise for a particular service. Health and wellness information is general information only. See the Ayurveda, Wellness & Medical Disclaimer.

11. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, Ayurooms shall not be liable for losses arising solely from the independent clinical judgment, acts or omissions of a Partner Resort or third-party provider, except to the extent liability is imposed on Ayurooms by applicable law or arises from Ayurooms' own breach, negligence, fraud, wilful misconduct or other non-excludable liability.

Nothing in these Terms excludes or limits any liability or statutory consumer right that cannot lawfully be excluded or limited.

12. INDEMNITY

You shall indemnify Ayurooms against third-party claims, losses and reasonable costs arising from your fraud, unlawful conduct, material breach of these Terms, misuse of the Platform, or inaccurate information knowingly supplied by you, except to the extent caused by Ayurooms' own breach or unlawful conduct.

13. SUSPENSION AND TERMINATION

Ayurooms may suspend access where reasonably necessary for security, fraud prevention, unlawful use, abuse of staff, or material breach. Termination shall not affect accrued rights or an existing Booking except as expressly provided in the applicable Booking terms.

14. GOVERNING LAW AND CONSUMER RIGHTS

These Terms are governed by Indian law. Nothing restricts any mandatory jurisdiction, remedy or statutory right available to a consumer under applicable law. Subject to those rights, courts having competent jurisdiction at the Company's registered office may have jurisdiction over contractual disputes.

15. CHANGES

Ayurooms may update these Terms to reflect law, technology, business processes or security requirements. The version applicable to a confirmed Booking shall not be changed retrospectively in a manner that materially prejudices the Customer, except where required by law or expressly agreed.

16. NOTICES AND GRIEVANCES

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Website:

www.ayurooms.com

Registered Office: [TO BE INSERTED / CONFIRMED BEFORE PUBLICATION]

Customer Care / Grievance: [TO BE INSERTED / CONFIRMED BEFORE PUBLICATION]