# RESERVATION / CANCELLATION POLICY

- All reservation are through phone booking / emails.
- No online payments should be made unless the Reservation Manager approves such bookings who will inform the availability of place either for day outings, parties or accommodations.
- Service Taxes will be applicable.
- No refund on cancellation or postponement of booking permitted once booked. Check-in and check-out time-12 Noon
- All reservations will be held until 1600 hours on the day of arrival and then released unless guaranteed by full payment in advance.

# TERMS AND CONDITION & PRIVACY POLICY

# **Privacy Policy**

Maintaining the privacy of your information is important to OXYGEN. This Privacy Policy describes OXYGEN's current policy on how we collect and use the "Personal Information" that you provide through www.buttoneyes.in (the "Website") www.buttoneyes.in (booking engine). Kindly read the entire policy carefully. By using the site and you providing us with information, you consent **Privacy** Policy. OXYGEN may revise this Privacy Policy from time to time to reflect changes in the law, OXYGEN's privacy practices, or the features on the Site. Any changes to our use of personal information will be reflected in such revised privacy policy as posted on this Site along with new effective date. Therefore, kindly review the Privacy Policy periodically to remain aware of **OXYGEN's** current policies and Please note that this Privacy Policy is not a contract and does not create any legal rights or obligations.

#### Information that we collect

Personal Information collected through www.buttoneyes.in (the "Website") & www.buttoneyes.in (booking engine) about you may include, but is not limited to: Your name, address, telephone numbers and fax numbers Email address We also collect non Personal Information as described below.

### **Online Purchases/ Reservations**

If you purchase Room nights/make reservation through www.buttoneyes.in (the "Website")/www.buttoneyes.in (Booking engine), you provide Personal Information such as name, address, email address and telephone number to us in order to complete the transaction.

### **Promotions & Contests**

OXYGEN occasionally sponsors promotions and contests to give members the opportunity to win various prizes. We may combine Personal Information from promotions and contests with non-Personal Information collected through cookies and other means (described below).

# Surveys

OXYGEN occasionally sponsors optional customer surveys to improve our services. In the surveys, you provide personal information and answers to survey questions, both of which we may combine with data collected by cookies and through other means specified in this policy.

## **Automatic Collection**

When you use the Site our servers may automatically collect non-personal information as you browse our Site. This non- personal Information may include your internet protocol (IP) address, IP address of your referral site, country, language, browser type, domain name, access time and duration of your session.

# **Cookies**

OXYGEN also collects information by using technologies and methodologies that enable tracking, such as "cookies." Cookies are small text files that are placed on your computer when you visit our Site and are stored on your computer by your web browser. These technologies allow us to recognize your computer so that we can display advertising that may be of interest to you. Cookies can only be read by the domain that placed them on your computer. As described in more detail below, you can change your browser settings to refuse to accept cookies. However, if you change your browser settings to refuse to accept cookies, we cannot tailor the Site to meet your needs to the same degree.

# How we use the Personal Information/ Non Personal Information you provide

OXYGEN uses Personal Information collected in conjunction with registration or purchases on our Site to complete transactions, to facilitate payment and to otherwise fulfill requests for services. We also use your Personal Information to provide you with a more effective customer experience. In order to do this, OXYGEN may process your Personal Information or combine it with other information that we collect or that is publicly available.

- Group Companies, Partners, Subsidiaries and Third Parties OXYGEN may share your Personal Information with our Group Companies, partners and wholly-owned subsidiaries of OXYGEN. From time to time, we may engage third parties to process your Personal Information on our behalf. We may also share your Personal Information for the purpose of providing you with services, information or promotional opportunities that may be of interest to you.
- Emails OXYGEN uses email addresses to deliver information relevant to our customers. The following are some examples of information: Confirmation Vouchers, route maps, special promotional offers, important travel related information and updates, reservation confirmations and surveys. We may also contact you via email for a number of other administrative and marketing purposes. Any promotional email sent to you by OXYGEN also contains a link allowing you to opt-out of any future emails.
- Surveys OXYGEN may use Personal Information as well as the answers you provide to survey questions in combination with information collected from cookies and through other means specified in this policy to improve our services to you. We may contract with third parties to perform surveys. We may use Personal Information that you provide in filling out any surveys to send you information about, without limitation, contests or promotions, special offers. and other information we feel may be of interest you.

Contests and Promotion OXYGEN uses Personal Information you provide us in connection with any contest or promotion to notify you if you are a winner and to send you information about, without limitation, future contests and promotions, special packages, and other information, which, we feel, may be of interest to you. We may also use PII derived from contests or promotions in any of the other ways described by this Privacy Policy.

- Cookies Cookies help establish a user session and allow our server to correctly provide Site users with the appropriate information, advertisements and services. We also use cookies to ensure that you obtain the information you request and to authenticate your authority to access the Site. We also use cookies to track the usage of our Site in order to improve the Site according to our customers' needs. Additionally, cookies allow us to pre-fill certain data fields with your information when you visit the Site to make a purchase, making the process more convenient OXYGEN may enter into agreements with third party companies to serve advertisements and information to Site users. OXYGEN may use its cookies when working with these companies to provide them information regarding use of the Site or to serve you advertisements when you visit our Site. These companies may use the non-personal Information about your visit to make services available goods and ofinterest to You may change the settings on your Internet browser to reject cookies at any time, but it will make your use of the Site less convenient.
- Domain Names and Internet Protocol Addresses We aggregate Non Personal Information such as domain names and IP addresses to measure the number of visits, average time spent on the Site, pages viewed and similar Site usage information in order to improve the Site's content and to better meet our customers' needs and preferences.
- Law Enforcement/Legal Processes/Other Uses OXYGEN may disclose Personal Information to comply with the law or a court order, subpoena or other legal process, as requested by a governmental or law enforcement authority. We may also disclose Personal Information when we in good faith believe that it is either necessary to protect our property or is otherwise necessary. OXYGEN may also disclose Personal Information to any of its sister concerns, or to any entity with which it merges or to which it sells any assets.

# **Minors online privacy policy**

We do not knowingly collect Personal Information from minors (according to applicable laws). If such minor has provided us with Personal Information without parental or guardian consent, the parent or guardian may email us info@buttoneyes.in and we will remove the concerned minor Personal Information from any promotional lists or databases.

# **Privacy Policy relate to other websites**

This Privacy Policy covers only "www.buttoneyes.in" (The website) /www.buttoneyes.in (Booking engine) and does not cover any other Site. While we make every effort to protect the Personal Information you provide to us, we do not control the policies of other sites (including those we may link to) and the site owners' use of PII you provide to them.

# Prevention of unauthorized access of your Personal Information

To prevent unauthorized access, disclosure and improper use of your Personal Information, and to maintain data security, we have established appropriate physical, electronic, and managerial safeguards to protect the Personal Information we collect. Although OXYGEN takes reasonable

steps to safeguard and to prevent unauthorized access to your Personal Information, it cannot be responsible for the acts of those who gain unauthorized access and OXYGEN make no warranty that we will prevent unauthorized access to your Personal Information.

# **Terms & Conditions**

#### **Terms**

The terms and conditions set out below ("Conditions") apply to your use of this web Website and related Websites ("Website"), including the use of the information services offered on the Website.

In accessing and using the Website, 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 Website.

These Conditions must be read in conjunction with any other applicable terms and conditions governing the use of the Website.

#### **Conditions website**

The Website makes available information relating to properties owned or managed by OXYGEN, a partnership firm constituted under the laws of India, and its subsidiaries, controlled entities, affiliates and related parties.

### **Trade Marks**

The Website contains 'Button Eyes' trade and service marks and devices and other valuable trade or service marks owned by OXYGEN or licensed to OXYGEN 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 without the express prior written consent of OXYGEN.

# Without limitation, you must not use any of the said trade or service marks:

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 OXYGEN in a manner which may be confusing, misleading or deceptive; or in a manner that disparages OXYGEN or its information, products or services (including this Website).

## **Copyright**

The information, text, graphics, images, sounds, links and all other information and software published or otherwise contained in the Website ("Information") are either owned exclusively by OXYGEN or licensed by OXYGEN 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 OXYGEN Without limitation you may not, without such approval from OXYGEN, create derivative works from any part of the Website or commercialize any Information, products or services obtained from any part of the Website. Information procured from a third party may be the subject of copyright owned by that third party.

### **Website**

The information, text, graphics, images, sounds, links and all other information and software published or otherwise contained in the Website ("Information") are either owned exclusively by OXYGEN or licensed by OXYGEN 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 OXYGEN. Without limitation you may not, without such approval from OXYGEN, create derivative works from any part of the Website or commercialize any Information, products or services obtained from any part of the Website. Information procured from a third party may be the subject of copyright owned by that third party.

### **Information**

You accept that all Information provided on the Website or any other material accessed through the Website including via any Linked Website (refer Condition 8) is general information and is not nature 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 the Information and the Website or any other material accessed through Website including via any Linked the Whilst OXYGEN seeks to ensure that the Information is reliable and accurate, errors and omissions may occur and therefore, to the extent permitted by law, OXYGEN does not make or give any representation or warranty (express or implied) of any kind as to any matter relating to the Website and any Linked Website, including without limitation, as to merchantability, non infringement of intellectual property rights or fitness for purpose.

# In particular OXYGEN does not warrant that:

- - your use of the Website or any Linked Website; or- your use of or reliance on Information or any other material accessed through the Website including via any Linked Website;
- including without limitation, loss or damage by way of loss of profits, loss of business opportunity, business interruption or loss of information.
- - your use of the Website or any Linked Website; or- your use of or reliance on Information or any other material accessed through the Website including via any Linked Website:
- 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 the application of or the liability of OXYGEN under, any such warranty, term or condition, then the liability of OXYGEN shall include liability for that warranty, term or condition but such liability will be limited for a breach of that warranty, term or condition to one or more of the following:

- 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.

# **Specific Warnings**

You must ensure that your access to and your use of the Website is not illegal or prohibited by laws which You must take your own precautions that the process which you employ for accessing the Website 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 Website and is compatible with the Website. For the removal of doubt, OXYGEN does not accept responsibility for any interference or damage to your own computer system that arises in connection with your use of the Website or Linked OXYGEN does not guarantee or warrant that any material available for downloading from the Website or any Linked Website will be free from any virus, infection or other condition that 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 OXYGEN 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 OXYGEN or the Information or which may detrimentally interfere with or surreptitiously intercept or expropriate any OXYGEN system, data or information

## **Linked Websites**

The Website may contain links to other web Websites ("Linked Websites"). Those links are provided for convenience only and may not remain current or be maintained. You acknowledge and agree that OXYGEN does not have any control over the content or availability of Linked Websites and accepts no responsibility for the content, privacy practices or any other aspect of Linked Websites. Links with Linked Websites should not be construed as an endorsement, approval or recommendation by OXYGEN of the owners or operators of those Linked Websites, or of any information, graphics, materials, products or services referred to or contained on those Linked Websites, unless and then only to the extent expressly stipulated to the contrary.

# Reservations incorporate role of www.buttoneyes.in

The reservations feature of the Website 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 Website in accordance with Conditions. such You agree to be financially responsible for your use of the Website including without limitation for all reservations made by you or on your account for you, whether authorised 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 conditions. The Website contains details of accommodation (including any available special offers) for properties owned managed by OXYGEN. or

Accommodation reservation terms and conditions of booking are set out on the Reservation / Cancellation Policy and payment will be in accordance with the procedure set out in such terms and conditions.

No contract will subsist between you and OXYGEN or any of its affiliates in respect of any services or products unless and until OXYGEN accepts your order by e-mail or automated confirmation through phone, sms confirming that it has accepted your reservation, booking or order and any such contract shall be deemed to incorporate the reservation terms and conditions of booking. Any other relevant terms and conditions relating to a particular services or products are out in the Website You undertake that all details you provide to in connection with any services or products which may be offered by OXYGEN on the Website (including 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. OXYGEN reserves the right to obtain validation of your credit card details before providing you with any services or products.

# **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. OXYGEN does not warrant and cannot ensure the security or confidentiality of any information which you transmit to OXYGEN. Accordingly, any information which you transmit to OXYGEN is transmitted at your own risk.

#### **Termination of Access**

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

#### General

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

# **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 of India.

## **Return to Website**

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

# **Cancellation Policy**

No refund will be eligible in case of no show Or where the customer arrives late in booking slot

# **Refund Policy**

if client paid twice for one transaction, the one transaction amount will be refunded via same source within 07 to 10 working days