

1. Definitions :

- A) "COMPANY" means Long Vision Hospitality, a PRIVATE Limited Company, incorporated under the provisions of the Companies Act 1958, having its Registered office 1004, Shivalik Ship, Iscon Cross Road, Ahmedabad - 380015, Gujarat, India.
- B) "APPLICANT" means a Person/Person(s) who apply for LVHO by executing the application form prescribed by the Company.
- C) "CUSTOMER" means the sole/first named applicant in whose name the LVHO is registered against a Customer Number in the Company records.
- D) "LONG VISION HOSPITALITY VACATION OWNERSHIP PLAN" (LVHVOP) is a specific Holiday Plan of Long Vision Hospitality Resorts to provide accommodation to the Customer at a price under the terms and conditions specified and rules framed there under, by the Company.
- E) "VACATION OWNERSHIP" (VO) means the entitlement of the Customer, in whose name the LVHVO certificate is issued, to avail accommodation in the Designated Resorts (DR) of the Company which is equivalent to 7 days in a Category and apartment as detailed in clause
- F) "HOLIDAY ENTITLEMENT MONTH" (HEM) means the month from which the Customer is entitled to avail his/her accommodation for holidaying in any of the DR by surrendering /utilizing from and out of the category standing to the Customer each Year.
- G) "HOLIDAY USAGE PERIOD" (HUP) means a period of 35/10 Years commencing from the First Holiday Entitlement Month (HEM) and conditions mentioned therein.
- H) "LVHVO PRICE" means total fee payable towards the price fixed by Company from time to time in respect of its LVHVO. It shall comprise of a non-refundable one-time Admission Fee (AF) of 60% of the total price and an Entitlement Fee (EF) of 40% of the total price of LVHVO payable by the customer and excludes interest and taxes as applicable.
- I) "DESIGNATED RESORTS" (DR) means only such Resorts as specifically designated by the Company either developed/taken on lease or acquired by any other arrangement by the Company from time to time that are made available to LVHVO Customers. Besides, within a particular DR, the accommodation/inventory for LVHVO Customers are separately specified/designated and there could be other accommodation/ inventory in the said DR which are meant for other Plans/ Products of the Company.
- J) "YEAR" means the rolling Year (12 calendar months) commencing from the month of HEM.
- K) "DAY" for the purpose of availing accommodation in the Designated Resorts shall mean the time between check-in and check-out period which will vary from resort to resort. This will be as mentioned in the Confirmation Voucher.
- L) "DOWN PAYMENT" (DP) means the minimum up front payment made by the Customer towards the LVHVO Price as fixed by the company from time to time.
- M) "APARTMENT" means different types of Apartments available for providing accommodation under LVHVO, which may vary from one to another in Designated Resorts and may have different specifications.
- N) "1 BR" means furnished apartment consisting of 1 bedroom, living room with or without kitchenette.
- O) ii. STUDIO means furnished apartment consisting of living cum bedroom with or without kitchenette.
- P) iii. HOTEL UNITS means furnished apartment consisting of living cum bedroom."
- Q) "TAXES" means the taxes and levies more particularly described in Clause (7)
- R) "CATEGORY CLASSIFICATION" means division of the Product into two different category such as PEARL and DIAMOND as determined solely by the Company from time to time and is applicable to a particular DR. The Category Classification is subject to change without notice and the same may vary from DR to DR.
- S) "UTILITY FEES" (UF) means the fees payable by a Customer during booking confirmation or check-in time of DR and other services provided by the Company in connection with LVHVO and which shall be in addition to LVHVO Price.
- T) "AMENITIES" means provision of various facilities in the DR such as Restaurant, House Keeping, Security, Recreation, Entertainment and other provisions in the Apartment, which may vary from DR to DR.
- U) "CONFIRMATION VOUCHER" means the voucher issued by the Company to the Customer to avail accommodation during the holiday period at the DR.
- V) "FACILITIES" mean either accumulation of unutilized VOP as per clause 4(a) and/or advancement of Points' entitlement as per clause 4 (b).
- W) "WEEKEND" means Friday, Saturday and / or Sunday.
- X) "GUEST" means any person who is not defined as family member of the Customer as mentioned in clause (5) herein below.
- Y) "AGENT" is an inclusive definition includes Power of Attorney holder, Solicitor, Official Liquidator, Assignee, etc.
- Z) "PUBLIC HOLIDAY" means such national holidays and holidays declared under the Negotiable Instruments Act and shall include local holidays declared by the State Government and local authority for the area in which a particular DR is situated.
- AA) "GUEST FEE" means the fee that may be specified by the Company from time to time in relation to clause (5) herein below.

2. LVHVO ADMISSION RULES :

- A) "ADMISSION TO LVHVO
- i. An Applicant is Admitted as a Customer upon proper application and realisation of downpayment made to the Company. The company may at the request of the Applicant, agree to the balance LVHVO price and installment under a payment plan of LVHO or anyother finance arrangement approved by the company. In the case of installment payments, the applicant shall deliver post dated cheques/ electronic clearance system/ standing instructions. the applicant further binds/ her irrevocably to pay the installments amount and guarantees to insure due and prompt payment under the installment facility.
- ii. The Customer shall fully comply with the obligations to pay the balance LVHVO Price as per the agreed price structure in a timely manner and failure of which, shall amount to breach of contract by the Customer.
- iii. The LVHVO Certificate shall be sent by the Company to the Customer within 45 days from the date of realization of the Downpayment/Fullpayment of the LVHVO Price. shall apply to Customers for use of certain amenities."

3. PAYMENT TERMS :

- A) " Dishonour of Payments
- i. Dishonoured instruments cannot be re-presented. Payments against the same should be made by the customer only by way a Demand Draft within 15 days from the date of such dishonour.
- ii. Customer has to pay the bank charges applicable along with the payment against dishonoured instrument.
- iii. Overdue payment beyond 15 from the date of dishonour shall attract an interest of 18% p.a."

4. FACILITIES :

- A) Accumulation Facility: The Customer can carry forward his/her unutilized annual NIGHTS to his/ her opening balance of the current Year subject to a maximum of immediately two preceding Years' entitlement. The accumulated NIGHTS in excess of his/her entitlements of the immediately preceding two Years will lapse automatically and the Customer shall not be entitled for any compen sation or damages. It is hereby clarified that, the Company shall not be responsible to send any notice or intimation to the Customer in this regard.
- B) Advancement Facility: The Customer is eligible to advance one immediate succeeding Year of his/her NIGHTS entitlement, to the current Year for availing appropriate accommodation subject to availability of accommodation. This facility is available to the Customers only after two Years from the Year of commencement of their HEM (excluding the Year of commencement of HEM) as mentioned in the LVHVO certificate The Customer being compliant of all the terms and conditions and fulfilling his obligations of payment

5. RIGHT TO AUTHORIZE :

- A) Customer shall have the right to authorize any adult to utilize the NIGHTS entitlement and such authorization shall be done at the time of reservation itself, subject to the payment of Guest Fee as applicable from time to time CV will be issued in the name of the Guest only. It is hereby clarified that after the booking, the name of the authorized person shall not be changed for any reason whatsoever. Irrespective of the number of current/ accumulated days, the Customer shall be entitled to make such authorization only once during of the particular Year even if such reservation is cancelled/not availed. of such authorized person shall produce the authorization letter duly signed by the Customer in the case of Former or Survivor as mentioned in the application i.e., by The first applicant in such format as may be prescribed by the Company from time to time to be eligible for NIGHTS Entitlement along with his/her ID . proof of the Company reserves the right to increase the Guest Fee from time to time. The Customer's immediate family members r.e. spouse, children, parents and parents of spouse are excluded from the payment of guest fees/charges. The Customer shall be liable to compensate the Company or the DR for any loss or damage so caused or incurred/sustained by the Company due to the act, deed, omission or commission by such authorized persons and persons who stay with such authorized persons.

6 RIGHT TO TRANSFER/TRANSMIT :

- A) The Customer is entitled to transfer by surrendering original LVHVO Certificate and by paying to the Company a transfer fee as applicable at the time of request for Transfer. However, Transfer can only be effected without splitting or bifurcating the Customer's LVHVO in any manner whatsoever and only after completion of full payment of LVHVO Price and all other payments due to the company. Besides, the company will register the transfer only after it receives the transfer fee, original LVHVO Certificate document of transfer and other relevant documents duly executed by the previous Customer. The company will then issue a fresh LVHVO Certificate to the Transferee. The transferee after being registered may be entitled to utilize the NIGHTS entitlement during the unexpired period of the Membership subject to the terms and conditions contained herein. In case of Former or Survivor application for transfer of LVHVO then both the Applicants should sign in the deed of transfer. The Company reserves its right to increase the transfer fee, from time to time.
- B) The Customer shall nominate a nominee for the Membership held by him/her. The nominee shall be an immediate family member of the Customer (being a spouse or lineal ascendant or descendant). After the death of the Customer, the Nominee shall produce the death certificate and such other documents as may be required to enable the Company to issue a fresh LVHVO Certificate in the name of the Nominee for the balance Period. Nominee maybe entitled to enjoy the membership subject to terms and conditions for the unexpired membership period splitting or bifurcating the LVHVO in any manner whatsoever
- C) In the absence of nomination upon legal heirs of the customer, one of the surviving legal heirs of the deceased customer maybe entitled to the benefits of the unexpired balance NIGHTS transmitted upon appropriate legal heirship certificate from a court of law having jurisdiction, a) after furnishing the death certificate and such other necessary documents to the company, b) payment of outstanding dues to the company if any, and c) after being issued with fresh LVHVO Certificates.
- D) At all DR of the Company, the check-in time shall usually be 12 noon and the check out time is usually 10 AM and is subject to change at the discretion of the Company. A day part of the day i.e. less than 24 hours also.

7 TAXES :

- A) "A Customer shall be liable to pay all taxes/charges/levies, statutory or otherwise imposed by or payable to any Government Local Body or any other authority on LVHVO Price/Utility and or any other charges arising out of purchase and/or use of V.O. Non-payment of taxes and levies shall disentitle the Customer from enjoying accommodation facility and shall amount to breach of contract and result in cancellation of LVHVO For the sake of clarity, the customer's liability to pay Taxes shall include changes in rates to the existing Taxes (either prospective or retrospective), enactment of new Taxes, etc."

8. RESERVATION :

- A) The Customer can request for reservation in any of the DR subject to the following conditions
- B) Reservations will open 90 days prior to the date of check-in. However Customer who pays less than 50% downpayment is not entitled to avail the accommodation facility in any DR during PEARL and DIAMOND category.
- C) Holidays will be confirmed subject to availability of accommodation and will be processed on a first come first served basis
- D) Minimum number of days for booking will be 2 nights 3 days .
- E) Subject to the stipulations of Clause 6 above and to ensure equitable access to all customers, any reservation request for multiple apartments in a specific DR for the same /overlapping dates, the company reserves the right to confirm / refuse the booking
- F) "The Customer shall be entitled to authorize his/ her guest to avail a holiday against his/ her entitlement. This is subject to a maximum of 2 bookings during a Year and subject to a maximum of 1 booking during Pearl/Diamond Category Irrespective of the current/ accumulated entitlements of the Customer. However the Company can restrict guest booking for certain dates /DR ."
- G) If there is any overlapping (i.e. booking in multiple resorts in a particular year), for the purpose of calculation of above limitation of days, days that are booked on other DR either for the Customer or his/her Guest shall be included.
- H) "Cancellation of Reservation post Confirmation:
- i) If a Customer cancels his/her Reservation after issuance of the Confirmation Voucher, the Customer would lose the VOP entitlement as percentages mentioned in the table below-

PEARL Category Upto 21 days prior to Check-in date	NIGHTS Entitlement Loss
0%	
DIAMOND Category Upto 15 days prior to Check-in date	0%
For Pearl Category if cancelled within 21 days	25%
For Diamond Category if cancelled within 15 days	25%

9. CANCELLATION OF THE LVHVO BY THE CUSTOMER AND REFUND NORMS :

- A) "Cancellation by the customer
- i. Any request for Cancellation shall be valid only if made by the Primary Applicant in writing either by letter, email or fax and its receipt, duly acknowledged by the Authorized representative of the company.
- ii. If the Receipt of Cancellation Request is within 10 days from date of DP Realization 100% of the money paid by the customer will be refunded within 60 days from the date of Cancellation by the Company.
- iii. If the Receipt of Cancellation Request is between 11 to 60 days from date of DP Realization
1. Cancellation fee will amount to 25% of the Admission Fee. The balance, after deduction of the above Cancellation fee, if any, paid by the customer and realized by the Company will be refunded within 60 days from the date of Cancellation by the Company after deducting:
- a. Cost of holidays availed
- b. Cost of promotional offer/gifts issued
- c. Travewise World Co enrolment fee
- d. Any other expenses incurred by the company to service the customer
- iv. If the Receipt of Cancellation Request is beyond 61 days from date of DP Realization
- i. Cancellation Fee would amount to 100% of the Admission Fee.
2. Entitlement Fee (40% of the VO Plan Price) will be refunded within 60 days from the date of Cancellation by the Company after deducting
- a. Cost of holidays availed
- b. Cost of promotional offer/gifts issued
- c. TWC enrolment fee
- d. Any other expenses incurred by the company to service the customer"
- B) "Cancellation by the company
- i. The company reserves the right to cancel the VOP plan purchased by any customer under the following circumstances. after giving 7 days notice to rectify the defect
- 1.3 consecutive defaults of EMI payments
2. Non-payment of the applicable interest for the above period and
3. Customer violating any of the terms and conditions and not rectifying/curing the same as per the request of the Company.
- ii. In such circumstances the following refund rules will apply.
1. Admission Fee (50% of the VO Plan Price) will be retained by the Company.
2. Entitlement Fee (40% of the VO Plan Price) will be refunded after deducting:
- a. Cost of holidays availed
- b. Cost of promotional offer gifts issued
- c. TWC enrolment fee
- d. Any other expenses incurred by the company to service the customer
- e. Any loss or damage suffered or incurred by the Company for reasons attributable to the Customer or his/her guests/
- c. In all such cancellations, irrespective of whether such cancellation is by the Customer or by the Company, the Customer shall not be entitled to claim any interest or refund of any tax paid in this regard"

10. OBLIGATION OF CUSTOMER :

- A) The maximum number of occupants in an Apartment in DR will be 4/3/2 persons aged above 12 Years for 1 BR/Studio/Hotel unit respectively. Two Children below 12 Years of age will be treated as one adult.
- B) In case of Travewise World Co (TWC) Resorts availed through Exchanging Facility, the maximum number of occupants in 1BR/Studio/Hotel Units Apartments respectively shall be as per the norms of TWC and other TWC terms and conditions shall apply.
- C) The Company is entitled to collect such charges to compensate it for the charges levied by the banks concerned for non realization through any mode of payment issued/ authorized by the Customer. This shall be in addition to other rights of the Company as may be available to it under the law.
- D) "Customer on behalf of himself and on behalf of his/her representatives/nominees/ successors or any other person claiming title under him/her agrees to indemnify and hold Company, its agents, affiliates, subsidiaries, directors, officers, employees and applicable third parties e.g. relevant advertisers, syndication partners, licensors, licensees, consultants and contractors (collectively indemnified person(s) losses, damages, against all third party claims, expenses, costs, liabilities etc., (including awards, settlement amounts, and reasonable legal fees) as legal expenses brought by or against any indemnified person(s)), arising out of related to or which may arise from any of the act, deed, omission, commission etc., on the part of the Customer or anybody connected to him/her/it including the guests or for any reasons attributable to any of them and/or for the Customer or anybody connected to it breaching any of the term of the rules. For any third party claims against the Company in the indemnified matters, while the Customer shall cooperate as reasonably required in the defense of any claim, the Company reserves the right, at its Customers expense, to assume the exclusive defense and control of any such matter subject to indemnification by the Customer."
- E) Any communication/grievance/clarification by Customer shall be directed to or sought from the Company only
- F) Customer represents and warrants that all information provided by Customer to Company to enroll in the LVHVO is true, correct and current
- G) "Customer agrees he/she including guests shall neither conduct nor allow conducting of any illegal activity while using the Customer's entitlements or using the DR or while being at the DR. Company reserves the right to cancel the LVHVO of any such Customer without warning and without obligation of any refund and to inform and give assistance to the relevant law enforcing bodies in respect of such act, deed and conduct."
- H) "The Customer shall comply with all the house rules of the DR during the stay, the copy of which is available in all DR."
- I) The Customers and their guests are not allowed to take in any pets, carry illegal goods explosive inflammable substances or objectionable materials in any of the DR.
- J) The Customer shall pay all the dues of the Company in a timely manner.
- K) The Customers are not entitled to avail the LVHVO for conducting any conference etc. The accommodation should be used strictly for residential purposes on pleasure/ holiday trips.
- L) There shall be no outstanding dues whatsoever pertaining to the membership being pending at, the time of request for holidays made by the customer. In the event of any such pending shown in the account of membership LVH reserves its rights to refuse the request for holidays.

11. GENERAL CONDITIONS :

- A) A sole applicant shall purchase Membership in his/her name; in case of two applicants the application will be treated as a Former or Survivor basis application. More than two persons shall not be entitled for applying on any account. Besides, for such joint application, the applicants should be from the same family consisting of father, mother, spouse and lineal offspring.
- B) All communication to/from the Company shall be to the first applicant.
- C) The Customer's liability to pay taxes shall include the exchange of the VOP of a Customer.
- D) The Company reserves its right to market the DR Apartments or any portion thereof in respect of any day to free individual traveler.
- E) If the Customer, does not check--into the DR as mentioned in the CV (no-show) the Nights shall be debited and the company shall neither be liable to provide any other accommodation in any DR for the said Night nor any compensation, claim or damages in respect of such rights debited shall be available to the Customer.
- F) In the event of any delayed check--in, it shall be responsibility of the customer to inform the concerned DR. In the absence of any such intimation the Company reserves the right to release the booking and the conditions stipulated in Clause 14(e) shall apply.
- G) Subject to Clause 14(f) herein above, in the event of the any partial utilization of the CV due to delayed check--in/early departure or otherwise, the number of NIGHTS debited shall be as per the original booking.
- H) "The Customer shall promptly inform the change of address to the Company in writing supported with a valid KYC (Know your Customer) document. In case the Customer shifts out of India then he/she shall pay an additional amount as may be levied by the Company from time to time towards increase in administrative expenses that may be incurred by the Company.
- I) The Company or its subsidiaries has rights to promote various holiday products and shall put up resorts for such products. The Membership customers shall not have right to claim or access to such resorts promoted by the Company. The Customer will be entitled to such benefits as are available under LVHVO only and not under any other Plan/holiday products and resorts of such other Plan/holiday products that the Company has promoted/to be promoted by the Company from time to time. In this regard, the customer fully understand that even within a particular DR, Certain inventory/accommodation is meant or reserved for such other Plans/ Products and such inventory/accommodation is not available under LVHVO, besides such inventory/accommodation can be marketed separately by the company and/or any of its associates or agents. the customer cannot have any claim or grievance in this regards.
- J) The Company for administrative or other convenience, reserves its right to convert Night of holiday accommodation into Any other system without prejudice to the benefits that a Customer is entitled to as per the LVHVO.
- K) "The purchase of Membership shall not be construed as purchase of Equity/Preference Shares in the Company or any ownership right or leasehold right over any of the properties of the Company. It shall also not be construed as purchase of debtenture or extending loan to the Company. The purchase of Membership only allows the Customer to get accommodation in the DR for stay as per the terms and conditions and does not give him/her/it any rights or interest of whatsoever nature over the Company or its assets and properties. In addition to the above And notwithstanding anything contained anywhere in this set of Terms and Conditions, It is hereby fully clarified and the Customer fully understands and confirms that (a) all payments made by the Customers to the Company are for purchase of Services in form of accommodation in the DR under stipulated terms and conditions and the same are not for any investment, (b) except the said services, the Customer shall not receive any profit, income, produce or property, whether movable or immovable, (c) he/she/it does not have any ownership or leasehold rights over the DR or any part thereof and his/her right is strictly in form of a limited license to avail and use the accommodation in a DR under the terms and conditions stipulated by the Company and (d) the Company looks after and manages the DR as its own property and not on behalf of any of the Customers."
- L) "The Company may enroll the customer with Travewise World Co (TWC)or any other organization when the customer acquires a minimum number of NIGHT as may be determined by the company from time to time and makes a request to the Company to that effect. The enrollment will be at the sole discretion of the company and at such additional charges that may be levied by TWC/other organizations."
- M) "For availing benefits offered by TWC/any other organizations, the Customer will be governed by the terms and conditions as prescribed by TWC/any other organization from time to time."
- N) "If the Customer is not able to avail the same facility or service as the same facility or service is not available to the Customer or if it is not in a position to avail any such facility or service for any force majeure reasons, Act of God or any other notification/order/decrece from any government/Local Body/Court of Law or for any reason which is beyond the reasonable control of the Company."
- O) "Any promises and commitments, made either in writing or in words by any person representing the Company, outside the purview of or in contradiction to these terms and conditions are not binding on the Company."
- P) "If any provision or provisions of these terms shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby."
- Q) "The Company doesn't accept payments in Cash. All payments to the Company is to be made form of cheque/draft favoring "Long Vision Hospitality Private Limited", or through Credit Cards. Any payment in cash and cheque/draft not favoring the company is at the Customer's risk and the Company will not be liable for the same."
- R) "The Customer is aware that in order to help him make the best use of product and ease of transactions, the Company needs to communicate the updates related to the LVHSP purchased by the customer like payments, transaction, holiday offers, promotions & other membership related information and hence irrevocably empowers the Company to communicate with him/ her vide any mode of communication during the entire tenure of his membership even if the customer has registered himself/ herself under the TBAI rules. In the event of change in contact details, it's the customers responsibility to communicate the same and ensure communication does not continue to go to old contact details."
- S) "In case of violation of any of the house rules by the Customer or his/her guest, at any of the DR or any other act of the Customer whereby the Company's reputation/image is likely to be tarnished by such behaviour the Company reserves the right to cancel the LVHVO of the Customer."
- T) All disputes(s), differences(s) or queries arising out of this transaction or otherwise shall be resorted to Arbitration as per the provisions of the Arbitration and Conciliation Act 1996, with such Arbitration proceedings shall be English only. The Parties agree to be bound by the award passed by the Arbitrator
- U) In respect of all matters between the parties hereto or his/her/its representative(s) only the Civil Courts in Ahmedabad city alone shall have exclusive jurisdiction and to the exclusion of all other Courts.
- V) The Company reserves the right to modify/amend/alter any of the terms and conditions contained herein and/or impose additional conditions at its sole discretion Such clauses will be duly notified in the website of the Company. In addition, the Customer is subject to the prevailing rules & regulation of the DR concerned during the period of his/ her stay.
- W) The Customer's right shall automatically cancel if Customer being an individual is declared insolvent or bankrupt and in case of a Corporate entity or juristic person when it is completes liquidation or disbandment process or otherwise no longer exists, even if (where possible) it is later restored by an official or court order or decision.

12. COMPANY'S OBLIGATIONS :

- A) In case Company does not provide holiday after issuance of confirmation voucher for the DR, Company shall provide alternate accommodation and In the event of default in providing alternate accommodation, Company shall pay liquidated damages equivalent 200% of the rent/tariff that maybe charged by Company for such accommodation in the allotted DR for the period for which the confirmation voucher is issued and accommodation/alternate accommodation could not be provided this shall be the sole remedy of the customer against company in this regards.
- B) The above liquidated damages shall be paid by company to the customer within 60 days of such default.
- C) In all cases where company provides alternate accommodation or pays liquidated damages, the number of nights confirmed by company shall be deviated to customer's account.

13. LIMITATION OF LIABILITY :

- A) "Company makes no warranty, explicitly or implicitly, without limitation with respect to the availability, quality or suitability of the accommodation facility provided in any DR including all amenities thereon and expressly disclaims the warranties or conditions of merchantability and fitness for any particular purpose. Besides, under any circumstances, the company shall not be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation attorneys' fees) in any way due to resulting from, or arising in connection with the LVHVO or the DR or the failure of company to perform its obligations or for any alleged deficiency of service, regardless of any negligence. Except as otherwise provided and amenities in the DR are provided on an "as is", "as available" basis and the Company disclaims all warranties. Above all, the agreed liability of the Company to any Customer including anybody connected to it shall under no circumstances exceed 25% of the total amount that is received by the Company through such Customer. No guests or relatives of the Customer shall have any privileges with the Company except for the reason of succession or law of inheritance as stated in Clause herein above."

14. ALL RIGHTS RESERVED :

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15. SPECIFIC TERMS AND CONDITIONS FOR ENJOYMENT OF TWC EXCHANGES :

- A) "Through Company's affiliation to TRAVEWISE WORLD CO(TWC), the Customer is entitled to TWC Exchanges, which are provided by TWC, and the Company would facilitate the said exchange by "banking" the Customer's NIGHTS as allotted, with TWC"
- B) Company may change the terms and conditions of TWC Exchanges.
- C) "In case of exchange with TWC aforesaid, Customer would allow the Customer to advance his/ her holiday of the next one year."
- D) "This TWC Exchange facility is by virtue of the contract between TWC and the Company's Customer. The Customer shall abide by all rules, regulations, guidelines, conditions, modifications etc., as may be prescribed by TWC from time to time. The liability and responsibility of Company in respect of TWC Exchanges is only to the extent of enrolling during the initial enrollment term and Customer agrees to the same. It is clearly understood that TWC Exchange / Holiday is subject to availability of TWC destinations and is a matter purely between the Customer and TWC for which company shall not be liable or responsible in any manner whatsoever"
- E) "The company is not responsible for availability, confirmation or quality of exchange availed by the customer through TWC"
- F) "The terms and conditions of enrolment, facilities and amenities provided by TWC are as enumerated below. By signing the application form, the customer confirms that he has understood and accepts all the terms as applicable to him"