

Terms of use

Posted on: 17th March, 2016

Applicable from: 17th March, 2016

Please read the following terms of use carefully before using the Loyalty Passport mobile or desktop application or Loyalty Passport website ("App/Website") or services. By accessing and using the App/Website and/or services of Loyalty Passport, you agree to be bound by these terms of use. If you do not agree to be bound by these terms of use, please do not access or use the App/Website.

1. AGREEMENT TERMS

- These terms of use together with all the schedules and annexures thereto and the [privacy policy](#) ("Agreement/Terms of Use") is a binding contract between Loyalty App Private Limited., a company incorporated under the Indian Companies Act, 1956 having its registered office at New Delhi, India (hereinafter referred to "Loyalty Passport" or "Our" or "us" or "We", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) and the user designated by the registration data provided at the time of registration with Loyalty Passport (herein referred to as "User" or "you" or "your")
- If you are entering into this Agreement on behalf of a company or other business entity, you represent that you have the authority to bind such entity to this Agreement, in which case the term the 'User', 'you' / 'your' shall also include such entity.
- The User enters into this Agreement on his own free will, and agrees to be bound by it (include any and all Usage Rules as may be applicable and the Privacy Policy), by clicking on "I Accept" or "I Agree" button on the App/Website or otherwise as part of the registration process or by accessing and using our services in any way.
- The User acknowledges and agrees that the mutual obligations of the Parties as contained herein are adequate consideration for the covenants of parties contained in this Agreement.
- Loyalty Passport shall in its sole discretion, have the right at any time and without prior notice, to modify this Agreement and any of the terms thereof. These modifications shall become effective immediately. Loyalty Passport will publish the modified Agreement on its App/Website to inform Users about the same. If a User does not receive the notification, or does not acknowledge the acceptance of the modifications, for any reason, the modified Agreement will still be effective from the time it is published by Loyalty Passport. All / any User using the Loyalty Passport Services, after the implementation of such modifications, shall be taken as an acceptance by the User of the modified Terms of Use.
- Certain features of our products and services may be subject to additional guidelines, terms or rules ("Usage Rules"), which will be posted by Loyalty Passport in respect of such products and services at appropriate places on the App/Website and shall be deemed to be incorporated herein by reference.
- This Agreement governs the access and use of all products and services offered by us.

2. SERVICES PROVIDED

- Subject to the provisions hereof, Loyalty Passport shall provide the below services and such other services as Loyalty Passport deems fit, which may be updated from time to time at Loyalty Passport's sole discretion ("Service" or "Services"):
 - Use of Loyalty Passport App/Website and/or their sub domains on a computer, laptop, tablet and/or mobile phone and any functionality available on the Website or desktop or Mobile Application.
 - Use of Loyalty Passport's Application Programming Interface ("API") protocols in order to receive or transmit data with Loyalty Passport's back-end server system.
 - Access to data Loyalty Passport Content (as defined below).
- The User will have the option to avail of any or all such Services as he/she may desire, but subject, at all times, to these Terms of Use. It may be noted that some of the Services are provided free of cost, while some are required to be paid for and the User may, accordingly, be required to make payments in this respect.
- In order to avail of the Services, the User hereby authorizes Loyalty Passport to act on its behalf to retrieve information related to its accounts / memberships with third party companies by using their log-in credentials and passwords on such third party websites and whose information/ content they have provided to Loyalty Passport and to store any and all such data in accordance with the privacy policy (as referred to in "Agreement Terms" above).
- The User acknowledges that, while Loyalty Passport may retrieve data as mentioned above, it is the User's responsibility to verify all details of such data, including miles / points balances and expiry dates directly with the relevant service provider/ company / third party with which the User is associated. Loyalty Passport shall not be held liable for any losses or damages suffered by the User as a result of any discrepancies or mistakes in such data.
- Loyalty Passport reserves the right to access the User's account, including any data contained therein, the User's activity with regards to Services provided and for other internal operational and business purposes. Please see the privacy policy (referred to in "Agreement Terms") for further details.

3. CONTENT RIGHTS

- "Loyalty Passport Content" means any data and information which may have been developed by Loyalty Passport itself, or sourced from other third parties (including other users) (as mentioned in Services Provided). Loyalty Passport Content is the sole property of Loyalty Passport or a third party provider and may be protected by Indian and International copyright laws and/or other relevant legislations pertaining to intellectual property rights.
- No User may use copy, display, distribute, sell, post, exploit, create derivate works based on, reproduce in any manner, or otherwise use any Loyalty Passport Content in any way other than as specifically permitted under these Terms of Use, without procuring the prior written consent of Loyalty Passport or the relevant third party owner of the content. Nothing in this Agreement should be construed as granting or creation of any rights in the Loyalty Passport Content in favour of any User.

- "User Content" means any data and information in any form provided to Loyalty Passport by the User. The User agrees not to provide any content which is objectionable to a reasonable person or company. The User represents and warrants that all content submitted to Loyalty Passport belongs to him/her, that he/she has a right to use the User Content and to upload the same on the App/Website/provide the same to Loyalty Passport, and that no such action by the User, nor the displaying of the User Content on the App/Website and/or its access by third parties, including other users, will infringe on, or otherwise violate the rights of any person. The User hereby grants to Loyalty Passport a royalty free license to display the User Content on the App/Website where it may be accessed by third parties (including other users)
- The User allows Loyalty Passport the right (at no charge) to store and use their content for the purpose of the Loyalty Passport App/ Website. Loyalty Passport reserves the right to remove or modify any User Content for any reason, including User Content that it believes violates these Terms of Use or any of its internal policies.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

- The User represents, warrants and covenants that he/she:
 - Is of the minimum age of 18 years old and has the authority to enter into this Agreement with Loyalty Passport and has provided information or content that is true, accurate and up to date.
 - Will adhere by all terms and conditions of this Agreement in his/her use of the App/Website and/or the Services
 - Understands that the Services are for personal use only and agrees and undertakes that he/she shall use the Services only for himself/herself.
 - Shall be solely responsible for managing his/her data and user account/s with Loyalty Passport.
 - Will solely be responsible for protecting their account information, passwords and content submitted through the App/Website.
 - Will not copy, duplicate, reproduce, sell or exploit any of the Services or any Loyalty Passport Content for his/her personal use or provide the same to any third party without the prior written consent of Loyalty Passport/the relevant third party owner of such Loyalty Passport Content.
 - Will not use the Services or any Loyalty Passport Content to violate any applicable laws or regulations or in a manner so as to lead to any sort of infringement of any intellectual property (trademark/ copyright/patent) or other proprietary rights of Loyalty Passport or any other third party to whom such content belongs.
 - Will not copy, reproduce, exploit or otherwise use the trade name, trade mark, logo or other branding of Loyalty Passport or any other third party to which the User has access as a result of the App/Website, without the prior written consent of Loyalty Passport or the relevant other third party.
 - Agrees to follow all terms and conditions of membership / usage with third party companies they are associated with / will be associated with in the future.
 - Will not attempt to or try to break any security measures or protocols related to the App/ Website.

5. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- The User acknowledges that the Services and/or the Loyalty Passport Content may or may not meet his/her expectations. It is Loyalty Passport's endeavor to provide the most accurate and hassle free information to users in an uninterrupted and secured manner, but the accuracy, reliability and security of the Services and Loyalty Passport Content cannot be guaranteed and the User acknowledges that Loyalty Passport Content could have errors or may not be up to date, for which Loyalty Passport cannot be held accountable or liable at any time.
- Loyalty Passport takes no responsibility or liability for interruption of services due to maintenance or down time or certain events beyond the control of Loyalty Passport or the failure to provide Services of the App/ Website at any time. Without prejudice the generality of the foregoing, Loyalty Passport shall not be responsible for any loss of data or deletion of any User Content or data that may have been provided by the User resulting from such interruption of service.
- The User acknowledges that Loyalty Passport may as part of the features of the App/ Website, display advertisements / promotions / offers / enrolments, provide links to third party websites with whom Loyalty Passport may have a business or contractual relationship for which Loyalty Passport may receive monetary gain when the User engages with third parties through such advertisements / promotions / offers/ enrolments but that any such engagement is at the sole risk of the User as to costs and consequences. Loyalty Passport shall not be responsible or liable in any manner for any losses suffered or costs incurred by the User by virtue of any such engagement.
- Should the User be able to transfer points or other reward benefits of one third party organization to another third party organization or otherwise use such points/other reward benefits in connection with the services of disparate third party organizations, the User acknowledges that such transfer or use would be subject to the terms and conditions of the relevant third party organizations, of which Loyalty Passport may not have any knowledge. It should be noted that the Services are merely a conduit for any such dealings and the loss or gain of points/benefits would be governed solely by the terms and conditions set forth in this respect by the relevant third party organization. Loyalty Passport shall, in no way be responsible or liable for any loss of points/rewards suffered by the User as a result of any transfer/use of such points or rewards in the manner described herein.
- In no event or circumstance shall Loyalty Passport or its partners, employees, representatives, subsidiaries, directors, agents or members be liable for any direct, indirect, incidental, special, consequential or punitive damages or any loss of profits or revenues whether incurred directly or indirectly, or any loss of data, use, copyright, patent, goodwill, or other tangible losses, or claims from third parties resulting out of this agreement, terms and services provided by Loyalty Passport.
- In no event shall Loyalty Passport's total cumulative liability for any claim exceed Indian Rupees Five Thousand (INR 5,000).
- A User will not be entitled to any sort of compensation for any delays, suspension or termination of Services by Loyalty Passport at any point of time.
- Loyalty Passport shall endeavor and make all reasonable efforts to provide Users of the App/ Website with uninterrupted services, if for any reason any or all services provided by Loyalty Passport are interrupted, Loyalty Passport will not have any liability to any User or third party.

6. INDEMNIFICATION

- The User will indemnify, defend and hold harmless Loyalty Passport, and Loyalty Passport's officers, shareholders, directors, employees, agents (collectively, the "Loyalty Passport Indemnified Parties"), from and against all liabilities, obligations, causes of action, losses, damages, deficiencies, penalties, taxes, levies, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) including without limitation, damage to property or bodily injury, and costs arising from a claim, demand, proceeding, suit or action by a third party ("Third Party Claims"), incurred by or asserted against any of the Loyalty Passport Indemnified Parties to the extent such Third Party Claims relate to, arise out of or result from User's (i) use of the Service(s), Loyalty Passport Content and/or User Content and/or (ii) placing of User Content on the App/Website, including but not limited to:
 - Any willfully or intentionally wrongful, or negligent, act or omission of the User or any of its employee, agent or subcontractor, relating to this Agreement;
 - User's failure to perform or improper performance under this Agreement, or breach of or inaccuracy in any of User's representations or warranties contained in this Agreement;
 - The creation, use, or maintenance of the User Content, including, without limitation, any allegation that any User Content or any other information or content provided by the User infringes a third person's copyright, trademark or other proprietary or intellectual property right, or misappropriates a third person's trade secrets or is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, harmful, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable;
 - Any dispute or litigation between an Indemnified Party and a third party or any other third party claim caused by, arising from or relating to your and/or the User's actions or omissions in relation to this Agreement, our products and/or services, any User Content or the User Account;
 - The User's negligence or misconduct; or
 - The User's business dealings with any of the Service Providers.
 - User's failure to comply with any other laws.
- This indemnity shall survive termination of this Agreement. To the fullest extent permitted by law, the foregoing indemnity will apply regardless of any fault, negligence, or breach of warranty or contract of or by us and/or our suppliers, licensors, affiliates, partners, subsidiaries, employees, representatives, agents and/or members.

7. TERM AND TERMINATION

- By enrolling for the Services provided through the App/Website by Loyalty Passport by providing their personal information and details and clicking on "I accept / I agree" button on the App/ Website with respect to the Terms of Use and the Privacy Policy, a User agrees to these Terms of Use and becomes bound by them, on and from the time that the User click on the "I accept/I agree" button.
- A User can/ may terminate this Agreement at any time by electronic means provided via the App/Website. Non usage of the App/Website or Services for any period of time will not amount to termination of this Agreement unless expressly terminated, as provided under this Agreement.

- Loyalty Passport shall in its sole discretion have the right at any time and without prior notice to restrict, suspend, terminate, delete content or details of any user for any or all Services or this Agreement. Any such cases may be notified to the User as per Loyalty Passport's discretion.

8. GENERAL

- This Agreement is an understanding of all the parties involved in Loyalty Passport. Any modifications or amendments will be valid from the time of publishing the same by Loyalty Passport and these become binding to all parties.
- Loyalty Passport may assign this Agreement, in whole or in part, at any time with or without notice. No user can assign their rights or obligations to any other person or party.
- This Agreement shall be governed by the laws of India and the parties submit to the exclusive jurisdiction of the courts of New Delhi, India.
- No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Loyalty Passport's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.
- Any dispute relating to this Agreement shall be submitted to a sole arbitrator appointed by Loyalty Passport for arbitration in New Delhi, India. Arbitration under this Agreement shall be conducted as per the Arbitration and Conciliation Act, 1996 and rules and ordinances thereto, as amended from time to time. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.
- Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement or by its nature should survive termination or expiration of this Agreement will survive this Agreement for the period of such performance or observance.
- Loyalty Passport will communicate with the user by multiple mediums including but not limited to notices/push notifications on the App/ Website or notifications via email, sms, telephone calls or any other means of communication that Loyalty Passport may deem fit. The User agrees to receive communications from Loyalty Passport directly or indirectly or via any third party associated with Loyalty Passport.

Should the User be desirous of contacting Loyalty Passport he/she may do so at the email address helpdesk@loyaltypassport.com or at the contact details provided on the App/Website.