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## INTRODUCTION

These terms and conditions ("**IRCTC T&Cs**") are issued by Nearby Technologies Private Limited, a company incorporated under the Companies Act, 2013 and having its registered office at Office no. 101, Plot no. 103, Road no. 12, Arena House, MIDC, Andheri East, Mumbai - 400093 (hereinafter referred to as the "**Company**", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) in addition to and are supplementary to the terms and conditions for Retail Partners ("**Retail Partner T&Cs**") which have been accepted by You for use of the Platform. A copy of the Retail Partner T&Cs can be accessed at [Retail Partner T&Cs](#).

All capitalized terms used in these IRCTC T&Cs which are not specifically defined herein shall have the same meanings as ascribed to them in the Retail Partner T&Cs.

## ACCEPTANCE OF IRCTC T&Cs AND ITS REVISIONS

You understand, agree and acknowledge that Your use and access to IRCTC Services (as defined below) through the Platform is conditioned upon Your acceptance of these IRCTC T&Cs in addition to the Retail Partner T&Cs. These IRCTC T&Cs are subject to change at any time without prior notice to You. To ensure that You are aware of the changes, please review these IRCTC T&Cs and all the documents referred to hereunder periodically.

In the event You are representing an incorporated entity, You hereby confirm that You have been expressly authorized by such entity to provide consent to these IRCTC T&Cs and such entity agrees to be bound by the terms hereunder.

## TERMS AND CONDITIONS FOR ACCESSING IRCTC SERVICES ON THE PLATFORM

### 1. Definitions and Interpretation

- 1.1. In these IRCTC T&Cs, unless the context otherwise requires, capitalized terms: (i) defined by inclusion in quotations and/ or parenthesis have the meanings so ascribed; (ii) used herein and not defined in these IRCTC T&C shall have the meaning ascribed to them in Retail Partner T&Cs; and (iii) the following terms shall have the meanings assigned to them herein below:

**"Agreement" / "IRCTC T&Cs"** means these terms and conditions and all their modifications from time to time in accordance with the provisions contained herein, together with the Retail Partner T&Cs and all schedules, annexures and exhibits hereto;

**"Effective Date"** shall mean the date of Retail Partner's acceptance of these IRCTC T&Cs;

**"IRCTC"** shall mean the Indian Railway Catering and Tourism Corporation;

**"IRCTC Services"** shall mean the services provided by the Company acting as the PSP through its RSP(s) including but not limited to booking and/or cancellation of train tickets;

**"IRCTC ID"** shall mean the credentials assigned to RSP by the PSP for the purpose of accessing the IRCTC Services;

**"Principal Service Provider" / "PSP"** shall mean the Company; and

**"Retail Service Provider" / "RSP"** shall mean the Retailer Partner(s) who have accepted these IRCTC T&Cs and have been appointed by the Company for the purpose of extending IRCTC Services to the Consumers.

- 1.2. Unless the context otherwise requires, the rules of interpretation provided under Clause 1.2 of the Retailer Partner T&Cs shall apply *mutatis-mutandis* to these IRCTC T&Cs.

### 2. Provision of IRCTC Services by Retail Partner

- 2.1. Upon acceptance of these IRCTC T&Cs and subject to the provisions of these IRCTC T&Cs read with the Retail Partner T&Cs, PSP hereby engages You and You hereby agree to be engaged as RSP. As RSP, PSP will

- 2.2. During the Term and subject to the provisions of this Agreement, and unless otherwise specified by PSP, the Retail Service Provider shall at its Retail Outlet:
  - (i) assist Consumers in utilizing IRCTC Services;
  - (ii) provide such services to Consumers as is intimated in writing by PSP; and/or
  - (iii) undertake such other activities as instructed by the PSP from time to time.
- 2.3. RSP acknowledges and agrees that its appointment is subject to its continuance compliance with the provisions of this Agreement.
- 2.4. Renewal of IRCTC ID: PSP shall issue a written notification to the RSP for renewal of its IRCTC ID 75 (seventy-five) days prior to the date of its expiry. RSP shall have the option to, within a period of 15 (fifteen) days of such notification, either: (a) decline such renewal; or (b) make payment of the yearly renewal fees for renewal of IRCTC ID. RSP hereby expressly and irrevocably agrees that, for the purposes of renewal of the IRCTC ID: (i) failure of RSP to decline renewal; or (ii) omission of RSP to confirm renewal and make payment of the yearly renewal fees, within a period of 15 (fifteen) days of written notification, is a valid form of acceptance by conduct. The RSP shall be deemed to have agreed to renewal of its IRCTC ID in the event that it fails to decline such renewal within the aforementioned 15 (fifteen) day period. The RSP hereby acknowledges and understands that the PSP, pursuant to contractual arrangements with IRCTCs, has paid advance annual maintenance charges for the IRCTC ID to IRCTC and upon acceptance of renewal of IRCTC ID by RSP (actual or deemed), the PSP faces credit risks associated with the RSP not paying the yearly renewal fees to the PSP. In the event that the RSP fails to exercise either of the options during the aforementioned 15 (fifteen) day period, the RSP shall be required to pay the yearly renewal fees on the 16<sup>th</sup> day to the PSP for renewal of IRCTC ID. In the event that RSP fails to pay the on the 16<sup>th</sup> day, it shall amount to a payment default by the RSP and the PSP shall be authorized to deduct the yearly renewal fees from the Security Amount maintained by the RSP with the PSP during the remaining 59 (fifty-nine) days prior to the expiry of the IRCTC ID without any notification to the RSP, and subject to availability of adequate funds in such Security Amount. In the event of successful payment of the yearly renewal fees, either by the RSP or by the PSP through deduction from Security Amount maintained by RSP, the IRCTC ID shall be renewed for a further period of 1 (one) year. Upon failure of such payment, the IRCTC ID shall be deactivated at the due date of its expiry, i.e., 75 (seventy-five) days from the first notification. It is hereby clarified that RSP shall continue to have access to its IRCTC ID and IRCTC Services up to the date of its expiry even in the event that it declines renewal of the IRCTC ID not less than 60 (sixty) days in advance of its expiry.
- 2.5. During the Term of this Agreement and subject to the provisions of this Agreement, RSP hereby authorizes the PSP to:
  - (i) deduct the yearly renewal fees paid by the PSP to IRCTC on behalf of the RSP for the purpose of providing access to the IRCTC Services from the Security Amount maintained by the RSP with the PSP, in the manner specified in sub-clause 2.4 above;
  - (ii) deduct any penalty/fine imposed by IRCTC on the PSP, in case of any default and/or failure on the part of the RSP in complying with the guidelines issued by IRCTC in relation to performance of activities by the RSP while providing IRCTC Services, from the Security Amount maintained by the RSP with the PSP; and/or
  - (iii) limit/block access to the IRCTC ID of the RSP in case of default and/or failure on the part of the RSP in complying with the guidelines issued by IRCTC in relation to performance of activities by the RSP while providing IRCTC Services or in case of any default in complying with the instructions given by the PSP from time to time.
- 2.6. RSP agrees and acknowledges that IRCTC and/or PSP shall have the right to limit, restrict or block access to the IRCTC ID of the RSP and/or temporarily or permanently, suspend or terminate the IRCTC ID of the RSP in the event that the RSP does not access IRCTC Services through its IRCTC ID or does not use its IRCTC ID in any manner for a period exceeding 6 (six) months.
- 2.7. RSP agrees and acknowledges that IRCTC and/or PSP shall have the right to permanently, suspend or terminate the IRCTC ID of the RSP in the event that the RSP fails to renew the IRCTC ID within aforesaid Period or before the expiry period.

- 2.8. RSP agrees and acknowledges that once the IRCTC ID is deactivated it can not be reversed.
- 2.9. RSP agrees and acknowledges that Company shall have the right to permanently deactivate the IRCTC ID of the RSP in the event that the RSP has not booked any ticket using IRCTC ID for a period of 6 (six) months from the date of registration.
- 2.10. During the Term of this Agreement, RSP hereby agrees and undertakes to ensure compliance with the guidelines issued by the IRCTC in relation to the performance of the IRCTC Services which are available at <https://cdn.paynearby.in/marketingtech/marketing/PolicyB2Bcompressed.pdf>.