

# Site Usage and Information Agreement

## Introduction

This site is operated by Marigold Regency Shirdi. By using, accessing, viewing, transmitting, caching, storing, or otherwise utilizing any of the services, contents, or functions of this site, you signify your consent to these terms and conditions as set forth herein. The terms and conditions set out below apply to your use of this website and related websites ("Site"), including the use of the information and services offered on the Site. If you do not agree to these terms of use, you must refrain from using the Site. These Conditions must be read in conjunction with any other applicable terms and conditions governing the use of the Site. We reserve the right to change, modify, add, or remove portions of these terms at any time. Please check these terms periodically for changes. All changes will become effective immediately unless otherwise stated.

## Conditions

### 1. Use of Website

- You warrant that you are at least 18 years of age and possess the legal authority to enter into the legal agreement constituted by your acceptance of these Conditions and to use the Site in accordance with such Conditions.
- The site is available only to individuals and entities that can form legally binding contracts under applicable law. If you are under the age of eighteen, you may contact the hotel directly for assistance.
- The Site and the materials located on or through the Site are provided by us for informational purposes only, with the understanding that we are not engaged in rendering legal or other professional advice or service.
- Commercial use of this site is strictly prohibited unless you obtain prior written consent from Marigold Regency.
- You are responsible for maintaining the secrecy of your passwords, login, and account information. You will be financially accountable for all uses of the site by you and anyone using your password and login information.
- We do not guarantee that the Site will operate continuously or without interruption or be error-free. We may also suspend or discontinue any aspect of the Site at any time without being liable for any direct or indirect loss as a result of such action.

### 2. Proprietary Rights Information

- The Site contains and references various proprietary information, including trademarks, logos, brand names, service marks, drawings, illustrations, artwork, videos, music, sounds, photographs, trade names, text, graphics, trade dress, and devices, which are proprietary to Marigold Regency or its subsidiaries, affiliated companies, and/or third-party licensors. These are protected by trademark, copyright, and intellectual property laws.
- You may not frame or utilize framing techniques to modify, reproduce, sell, broadcast,

or copy any of our trademarks, logos, or proprietary information without the express prior written consent of Marigold Regency.

### 3. Restrictions on Use of Materials

- All materials contained in the Site are the copyrighted property of Marigold Regency or its subsidiaries, affiliated companies, and/or third-party licensors.

- Any software made available to download from this Site is the copyrighted work of Marigold Regency and/or its various third-party licensors.

- No material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without prior written consent, except that you may download one copy of the materials on any single computer for your personal, non-commercial home use, provided you keep intact all copyright and other proprietary notices.

### 4. Submissions

- Any messages, suggestions, ideas, notes, drawings, concepts, or other material or information (collectively, the "Submissions") which you may submit through or in connection with the Site will become the exclusive property of Marigold Regency.

- You agree that we have the right to publish any Submissions for any purpose, commercial or otherwise, without compensation to the provider of the Submissions.

- You agree not to transmit any Submission which infringes upon the rights of any third party.

### 5. Promotional Information

- We may make information regarding specific programs, offers, or promotions available on the Site. Any such program, offer, or promotion is subject to specific terms, conditions, and restrictions listed on the Site in connection with such program, offer, or promotion.

- We reserve the right to alter or withdraw any program, offer, or promotion at any time.

### 6. Links

- We do not review or monitor websites linked to this site and are not responsible for the content of any such linked websites.

- By providing these links, we are not endorsing, sponsoring, or recommending such sites or the materials disseminated by or services provided by them. Linking to such sites is at your own risk.

### 7. Access and Interference

- You will not use any robot, spider, other automatic devices, or manual processes to monitor or copy the Site or the contents or information contained therein without our prior express written consent.

- You agree that you will not use any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted through the Site.

- You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from the Site without our prior express written consent.

## 8. Limitation of Liability

- Marigold Regency and its subsidiaries, affiliates, agents, representatives, or licensors shall not be responsible for any direct, indirect, special, incidental, or consequential loss or damage, including but not limited to loss of profits, business opportunity, business interruption, or loss of information, however arising and whether in contract, tort, or otherwise, in connection with or arising out of your access to or use of the Site or any linked website.

- These Conditions do not purport to exclude liability arising by any applicable law if and to the extent such liability cannot be lawfully excluded. To the extent permitted by law, all warranties, terms, or conditions which would otherwise be implied into these Conditions are hereby excluded.

## 9. Disclaimers

- Electronic transmissions, including the internet, are public media, and any use of such media is public and not private. Information related to or arising from such use is public or the property of those collecting information and not personal or private information.

- You agree that you use the Site at your own risk. The content, services, and materials in the Site are provided "as is" and on an "as available" basis without representations or warranties of any kind, express, implied, or statutory.

- We do not make any representations, warranties, or endorsements regarding the accuracy, reliability, usefulness, or completeness of the services, content, or materials in the Site or any site linked to it.

- To the maximum extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, design, accuracy, capability, sufficiency, suitability, capacity, completeness, availability, compatibility, or arising from course of dealing or course of performance.

- We do not warrant that the Site or the services, content, materials, or functions contained in the Site will be continuously available, uninterrupted, or error-free; that defects will be corrected; or that the Site, services, content, materials, or the servers that make the Site or such services, content, and materials available are free of viruses or other harmful components or are accurate or complete.

- We do not warrant or make any representations regarding the use or the results of the use of the services, content, materials, functions, or products available through the Site in terms of their correctness, accuracy, reliability, or otherwise. You assume the entire cost of all necessary servicing, repair, or correction. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

## 10. Governing Law & Jurisdiction

- The products and/or services described in and available through the Site may not be available in your country. We make no representation that the services or products offered on the Site are appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local

laws if and to the extent local laws are applicable.

- Any disputes arising out of or related to the Site shall be governed by and construed and enforced in accordance with the laws of India, and you shall submit to the exclusive jurisdiction of the courts of New Delhi, India.

#### 11. Indemnification

- You agree to indemnify and hold Marigold Regency and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of this agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

#### 12. Termination

- These terms are effective until terminated by either party. You may terminate these terms at any time by discontinuing use of the Site and destroying all materials obtained from any and all such sites and all related documentation and all copies and installations thereof, whether made under the terms of this Agreement or otherwise.

- Your access to the Site may be terminated immediately without notice from us if, in our sole and absolute discretion, you fail to comply with any term or provision of this Agreement. Upon termination, you must cease use of the Site and destroy all materials obtained from such site and all copies thereof, whether made under the terms of this Agreement or otherwise.

#### 13. General

- These Terms and Conditions, together with Marigold Regency's Privacy Policy, constitute the entire agreement between the parties relating to the use of this Site. If any provision of these Terms and Conditions is deemed void, unlawful, or unenforceable for any reason, then that provision shall be severed from the rest of the terms and conditions and shall not affect the validity and enforceability of any of the remaining provisions.

- No agency, partnership, joint-venture, franchisee-franchisor, or employee-employer relationship is created by these Terms and Conditions or the use of the Site.