

TERMS OF SERVICE - Scapia Unmapped

The following terms of service (“**Scapia Unmapped Terms**”) specify the terms upon which You can access, purchase, and register for certain Travel Services provided by Scapia in partnership with Travel Service Providers via the Platform and mobile application (which services shall be referred to as “**Scapia Unmapped Services**”).

These Scapia Unmapped Terms are in addition to and shall be read in conjunction with Scapia’s terms of use available at <https://www.scapia.cards/legal/terms-of-use> (“**Terms of Use**”) and shall be subject to Scapia’s privacy policy available at <https://www.scapia.cards/legal/privacy-policy>. Any words or phrases not defined in these Scapia Unmapped Terms shall have the same meaning as ascribed to them under the Terms of Use. In the event of any conflict between any provisions of the Terms of Use and these Scapia Unmapped Terms, these Scapia Unmapped Terms shall prevail.

1. Scapia Unmapped

- i. Through the Scapia Unmapped Services provided by Scapia on the Platform, Scapia grants You access to curated tours and travel packages exclusively designed for select Customers (“**Package Tours**”).
- ii. If You are interested in any Package Tour made available on the Platform, You can request a booking for that Package Tour by filling Your details in the form linked with that particular Package Tour (“**Booking Request**”).
- iii. Once Scapia has received Your Booking Request, Scapia based on Your interests and the offering, in the interest of gathering a group of likeminded travellers, will send invitations to the shortlisted travellers. Bookings from the shortlisted travellers will be made on a first come first serve basis and booking confirmation shall be provided on the basis of the receipt of the booking amount, and is subject to the maximum number of travellers permitted for the group.
- iv. You acknowledge that the “thank you” page shown after the submission of Your Booking Request does not indicate a Booking Confirmation and only indicates that Your Booking Request has been received by Scapia for processing.

2. ROLE OF SCAPIA

- i. For the purpose of provision of the Scapia Unmapped Services, Scapia is a travel agent and holiday organiser only. The role of Scapia is that of an agent of the User to secure proper services for the Package Tour from the Travel Service Providers. Scapia does not control or operate any airline, shipping company, transport service, hotel, or any other facility or service relating to a Package Tour. While Scapia takes care in selecting all the components in a Package Tour, it only selects them and has no control in operating them, and therefore cannot be responsible for any injury, death, loss, or damage which is caused by any act or omission of the management or personnel of any Travel Service Provider or hoteliers, airlines, shipping companies, transport service owner/operators, etc. who are Scapia’s independent contractors arising outside our normal selection process.
- ii. Scapia shall act as Your first point of contact in respect of any queries in relation to a Package Tour. Scapia will undertake every endeavour and measures with service providers to resolve any grievance or query.
- iii. Scapia undertakes to deliver mentioned sightseeing/experiences on best effort basis. Weather, government restrictions and regulations are beyond our control.

3. BOOKING A PACKAGE TOUR

- i. Please note that Package Tours are non-customisable, and You will not be able to make changes to any part of the itinerary as per Your wishes.
- ii. While booking a Package Tour, Users are advised to go through the Package Tour itinerary in detail and confirm their passenger details before completing the booking

transaction. Users may be required to furnish a copy of their valid identity proof such as Aadhaar card, passport, PAN card or voter identification card or any other identity proof issued by a government authority. The passenger names in the booking form should be exactly as per the furnished identity proof. Scapia will not bear any liability for any modification fee required to be paid by You, if incorrect names, ages, or other passenger details have been added at the time of booking.

- iii. Once Your booking is confirmed, You will receive an e-mail and an SMS on Your registered mobile number confirming Your booking.
- iv. You can expect to receive Your travel vouchers 72 hours before the departure date (subject to full payment of the Package Tour cost). All tickets issued shall be non-transferable. The name of the payer and the associated PAN number on the receipt should be reconfirmed at the time of making the payment for the Package Tour.
- v. Personal expenses including but not limited to laundry, telephone calls, room service, alcoholic beverages and any other such ancillary costs are not included in the Package Tour cost.

4. MODIFICATION OF BOOKING

- i. Please note that modification of the travel date or changing other details of a part or whole of the Package Tour is not possible. Please contact Customer Support to cancel and/or make a new booking.
- ii. Users are advised to check the Booking Confirmation email and promptly re-initiate a booking or contact Customer Support in case the details are incorrect. Scapia shall not be liable for any loss or damage to the User arising out of or in connection with incorrect booking details.

5. PAYMENT TERMS

- i. 20% of total Package Tour cost will be collected as Booking Fee at the time of booking. This fee is non-refundable in case a cancellation request is placed by You post booking confirmation.
- ii. The remaining 80% payment must be made 30 days prior to departure.

6. PAYMENT AND TAXES

- i. Before You submit Your Booking Request, You will be notified of the payment methods that are acceptable for that Booking Request. Please refer to the Terms of Use for more details on Scapia's payment processes.
- ii. We reserve the right to cancel Your booking if the full payment amount for Your booking is not received as per the schedule provided in the Booking Confirmation e-mail, including but not limited to where Your credit or debit card or other payment instrument cannot be charged on the intended charge date for whatever reason.
- iii. Tax invoices will be provided by Scapia within 15 days upon receipt of full payment of the Package Tour Cost and all the applicable details are provided correctly by you like full name, PAN card, GST registration etc. as applicable.
- iv. For a variety of reasons, payment on Scapia's Platform may fail. In such cases, Scapia will use all reasonable efforts to offer You alternatives (where available) to ensure Your booking can go ahead or offer You a refund in accordance with Scapia's Terms of Use. If You have any questions, please contact Customer Service.
- v. TCS for outbound/international Tour Packages is to be paid over and above the mentioned tour cost. Calculation will be as follows: TCS at the rate of 5% up to outbound tour of INR 7 lakh and 20% beyond INR 7 lakhs per individual payer per annum will be levied under section 206C(1G)(b) of the IT Act on outbound tour services. The TCS collected will be reflected in the Form 26AS of the passenger in whose name the receipt is raised for claiming income tax credit.

- vi. Please note that as per section 206CCA of the Income Tax Act, 1961 (“IT Act”), TCS will be charged at 20% on overseas tour packages in case You have not filed Your income tax returns for two preceding years and the aggregate tax deducted at source (TDS) and tax collected at source (TCS) in each financial year is INR 50,000 or more.
- vii. Non-refund of TCS: In the event of cancellation of services and refund of amount, TCS under section 206C(1G)(b) of the IT Act shall not be refunded (TCS applied on the cancellation amount). The non-refunded TCS will be reflected in the Form 26AS of the passenger in whose name the receipt is raised for claiming income tax credit. In case no income tax is payable against Your PAN, You can claim the refund of the TCS amount at the time of filing Your IT returns.
- viii. On validating the PAN while filing for TCS, if it is found that You have not filed Your income tax returns for two preceding years and/or aggregate TCS and TDS exceeds INR 7,00,000, an additional TCS chargeable at 15% will be recovered from You.

7. CANCELLATION AND REFUNDS

- i. Cancellation of a booking can be done by contacting Scapia’s Customer Support. Please refer to the Terms of Use for more details on Scapia’s cancellation and refund processes.
- ii. Any cancellation is subject to such cancellation charges as mentioned on the Platform or mobile application and/or as set out in the Scapia Unmapped Terms.
- iii. In case a Package Tour needs to be cancelled due to any Force Majeure Event, Scapia shall strive to give You the maximum possible refund of Your booking amount subject to the Terms of Use and the Travel Service Provider’s policies. In such circumstances, Scapia may in its sole discretion offer You a modified Package Tour for the same destination or offer another Package Tour to a different destination.

8. CANCELLATION TERMS

If You cancel a Package Tour booking, based on your date of cancellation, the following cancellation charges will be levied:

- i. Over 30 days prior to departure - 20% of Tour Cost
- ii. Under 30 days prior to departure - 100% of Tour Cost

9. HOTELS AND ACTIVITIES

- i. Kindly be on time for all activities, tours, and transfers during the Package Tour.
- ii. Irrespective of group size, all Package Tours will be operated with guides only.
- iii. Users are required to reach the boarding place at the start of the trip at least 30 (thirty) minutes before the scheduled departure time.
- iv. Standard check-in time at most hotels is normally 2:00pm and check-out is at 11:00am. An early check-in or a late check-out is solely based on the discretion of the hotel.
- v. Certain hotels may ask for a security deposit during check-in, which is refundable at check-out subject to the hotel’s policy.
- vi. In case the selected hotel is unavailable for booking, an alternate arrangement will be offered to the Customer in another hotel of a similar category.
- vii. Please note that ‘day at leisure’ if mentioned in the Package Tour itinerary means that no sightseeing activities have been included for that day in the Package Tour cost. Any activities that day shall be self-funded.

10. DISCLAIMERS AND LIMITATION OF LIABILITY OF SCAPIA

- i. Please refer to the disclaimers mentioned in the Terms of Use.
- ii. Please note that Scapia undertakes to deliver the Package Tour on a best effort basis. Various elements in the Package Tours are operated or delivered by Travel Service

- Providers like airlines, hotels etc. and not directly by Scapia. The amenities, services, routes, fares, schedule, and any other details of the Package Tour are provided by the Travel Service Provider. Scapia does not assume any liability for the quality, safety, frequency, or service levels of the services provided by a Travel Service Provider.
- iii. Since Package Tours shall only be conducted for select Customers, Scapia disclaims all liability for any losses arising out of or in relation to You not being selected for a Package Tour and/or Your Booking Request for any Package Tour not being confirmed by Scapia.
 - iv. The Booking Confirmation which Scapia issues to a User is solely based on the information provided or updated by the Travel Service Provider.
 - v. The Travel Service Provider shall solely be liable for compliance with all applicable laws, rules, applicable regulations, guidelines or directions enacted or issued by the relevant governments in respect of a Package Tour. Any prosecution arising out of the contravention of such laws, rules, regulations, guidelines or directions including but not limited to fines or penalties, shall be borne by the Travel Service Provider and not Scapia.
 - vi. You shall be solely liable for compliance with all applicable laws, rules, applicable regulations, guidelines or directions enacted or issued by the relevant governments in respect of a Package Tour. Any prosecution arising out of the contravention of such laws, rules, regulations, guidelines or directions including but not limited to fines or penalties by You, shall be borne by You and not Scapia.
 - vii. Considering its limited role as a technology platform to enable the provision of the Scapia Unmapped Services, Scapia shall not be responsible for, including but not limited to, the following:
 - a. Timely departure from or arrival at the designated locations during a Package Tour;
 - b. The conduct of the Travel Service Provider's employees, representatives, agents, or personnel;
 - d. Cancellation of the Package Tour for any reason;
 - e. Loss of or damage to the baggage of the Customer during a Package Tour;
 - f. The Travel Service Provider changing a Customer's ticket or bookings for a part or whole of the Package Tour for any reason whatsoever; and
 - g. The Travel Service Provider providing incorrect or inaccurate information regarding a part or whole of the Package Tour or changing such part or whole of the Package Tour with or without any notification to Scapia or the Customer.
 - viii. The maximum liability of Scapia in the event of any claim arising out of the Scapia Unmapped Service or these Scapia Unmapped Terms shall not exceed the amounts received by Scapia from You for the booking transaction for the concerned Package Tour in relation to which a claim arose.

11. CUSTOMER SUPPORT

- i. If you would like to get in touch with Scapia, please call Customer Support on the Scapia App. You may alternatively contact the Grievance Officer using the details provided in the Terms of Use.