



## Website use Terms and Conditions

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YOU ARE ADVISED TO READ THIS DOCUMENT CAREFULLY. BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, YOU SHOULD NOT ACCESS OR USE THIS WEBSITE. IF YOU HAVE ANY QUESTIONS ABOUT THESE TERMS, PLEASE CONTACT ([acctranquility@gmail.com](mailto:acctranquility@gmail.com))

This website [www.tranquility.co.in](http://www.tranquility.co.in), (hereinafter referred to as "website") is owned, hosted and operated by Transcend Ticlo Enterprises (hereinafter referred to as "TTE"), a partnership firm registered in Goa and having its registered office at Gomes Caitao Building Mapusa Bardez Goa.

The terms and conditions regulating use of this Website and Services therein constitute a legally binding agreement between "TTE" and the User (the "Agreement"). The user of website is subject to [Tranquility Privacy Policy](https://www.tranquility.co.in) (<https://www.tranquility.co.in>) .

TTE and/or any other website(s) linked to this website is an online information and communications service provided to you, subject to your compliance with the terms and conditions set forth below.

TTE may amend/modify these terms and conditions at any time, and such modifications shall be effective immediately upon posting of the modified terms and conditions on website. You may review the modified terms and conditions periodically to be aware of such modifications and your continued access or use of website, shall be deemed conclusive proof of your acceptance of these terms and conditions, as amended/modified from time to time.

TTE may also suspend the operation of website for support or technical upgradation, maintenance work, in order to update the content or for any other reason whatsoever, without any prior intimation or notice.

If you utilize website in a manner inconsistent with these terms and conditions, TTE may terminate your access, block your future access and/or seek such additional relief as the circumstances of your misuse may be deemed to be fit and proper.



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<b>Definitions</b>	<ul style="list-style-type: none"><li>➤ The term user would include any person, whether an individual or a legal entity who has logged on to the website (whether on a paid or free basis</li><li>➤ The term Browser/Visitor will mean and include a person who utilizes any of the Services offered by website, without the need or a requirement to create an account.</li><li>➤ The use and access to website shall be subject to these terms and conditions.</li><li>➤ For the purposes of this Agreement, any person who does not have a legal or a contractual right to access the Services, but does so, will fall within the definition of an 'unauthorised user' and will nevertheless be subject to the terms and conditions regulating the usage of website, and expressly so with respect to respecting the intellectual property rights of TTE, and abiding by terms and conditions below mentioned.</li><li>➤ The terms 'User' and 'Customer' would include both the Guest/Prospect(s) and Browser/Visitor(s)</li><li>➤ The terms 'Service' or 'Services' would mean to include the interactive online information service offered by website on the internet through which the user may access information carried by website in the database maintained by it.</li><li>➤ The term Service does not extend to TTE acting as an agent either express or implied on behalf of any User/Customer and is merely acting as a medium of information exchange.</li></ul>
<b>Payment Terms and Refund</b>	<ul style="list-style-type: none"><li>➤ Payments for the Services offered by website shall be as per the Payment Policy as enumerated in the section "Payment Policy".</li><li>➤ The payment for booking once made shall stand appropriated to the account of Tranquility Cottage Resort and is refundable as per the prevailing Cancellation and Refund Policy only. Kindly refer to the section "Cancellation and Refund Policy". Refund if any will be at the sole discretion of TTE.</li><li>➤ TTE offers no guarantees whatsoever for the accuracy or timeliness of the refunds reaching the Users card/bank accounts.</li><li>➤ User acknowledges and agrees that TTE/TRANQUILITY, at its sole discretion and without prejudice to other rights and remedies that it may have under the applicable laws, shall be entitled to set off the amount paid or payable by a customer/user against any amount(s) payable by User to TTE under any other agreement or commercial relationship towards the booking.</li></ul>



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	<ul style="list-style-type: none"> <li>➤ TTE gives no guarantees of server uptime or applications working properly. All is on a best effort basis and liability is limited to entitled refund of amount only as per the Cancellation and Refund Policy.</li> <li>➤ TTE reserves its right to amend / alter or change all or any disclaimers or terms of agreements at any time without any prior notice. All terms / disclaimers whether specifically mentioned or not shall be deemed to be included if any reference is made to them.</li> <li>➤ TTE shall not be liable for any loss sustained by reason of any disclosure (inadvertent or otherwise) of any information concerning the user's account and / or information relating to or regarding online transactions using credit cards / debit cards and / or their verification process and particulars for any error, omission or inaccuracy with respect to any information so disclosed and used whether or not in pursuance of a legal process or otherwise.</li> </ul>
<p><b>Refund in failed transactions:</b></p>	<ul style="list-style-type: none"> <li>➤ TTE offers no guarantees whatsoever for the accuracy or timeliness of the refunds reaching the Subscribers card/bank accounts.</li> <li>➤ This is on account of the multiplicity of organizations involved in processing of online transactions.</li> </ul>
<p><b>Privacy Policy</b></p>	<ul style="list-style-type: none"> <li>➤ TTE uses the maximum care as is possible to ensure that all or any data / information in respect of electronic transfer of money does not fall in the wrong hands.</li> <li>➤ For completing online transactions involving payments a user is directed to a Payment Gateway, TTE does not store or keep credit card data.</li> <li>➤ Since the transaction happens on a third-party network not controlled by TTE, once a credit card transaction has been completed, the payment information is not accessible to anyone at TTE after completion of the on-line transaction at the Payment Gateway, this ensures the maximum security.</li> </ul>
<p><b>WEBSITE INFORMATION PROPRIETARY TO TTE</b></p>	<ul style="list-style-type: none"> <li>➤ User agrees to treat all information obtained from the website, and any information otherwise made available to as proprietary to TTE.</li> <li>➤ User agrees that Content will be maintained as confidential and shall be protected as a trade secret of TTE.</li> <li>➤ TTE does not ensure the accuracy of, endorse or recommend any Content and a User uses such Content at the User's own risk.</li> <li>➤ A User may access the website in the Service solely to obtain initial information from which further evaluation and booking may commence.</li> </ul>



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	<ul style="list-style-type: none"><li>➤ User shall limit access to and use of listings to personal and internal use, and shall not use listings obtained from the website for further distribution, publication, public display, or preparation of derivative works or facilitate any of these activities in any way.</li><li>➤ User shall not use or reproduce any Content that is obtained from the website, or that is otherwise made available to User on the website, for or in connection with any other Service or device.</li><li>➤ Users violating these specific terms, specifically those Users searching the Service in an abusive or excessive manner, by automated or manual means, shall be subject to immediate termination of their access without notice.</li></ul>
<b>INTELLECTUAL PROPERTY RIGHTS</b>	<ul style="list-style-type: none"><li>➤ All logos, brands, trademarks and Service marks ("Marks") appearing in website are the properties either owned or used under license by TTE and / or its associates.</li><li>➤ All rights accruing from the same, statutory or otherwise, wholly vest with TTE / its associates.</li><li>➤ The access to website does not confer upon the User any license or right to use in respect of these Marks and therefore the use of these Marks in any form or manner, whatsoever is strictly prohibited.</li><li>➤ Any violation of the above would constitute an offence under the prevailing laws of India.</li><li>➤ TTE respects the Intellectual Property Rights of all, it has and will continue to adhere to all the laws applicable in India in this respect.</li><li>➤ TTE shall protect and respect the Intellectual Property Rights of the users as well as third parties to the best of its ability. In a case where a User(s) are found to be using website as a platform to infringe the Intellectual Property Rights of others, TTE will be free to block access to website forthwith without any notice to the user.</li><li>➤ By allowing Users to access website, TTE grants the Users a limited, non-exclusive, non-assignable, revocable license (the "License") to access and use the Service, provided that the User is in compliance with the terms and conditions of the Agreement.</li></ul>
<b>RESTRICTIONS/ PROHIBITIONS</b>	<p>User hereby expressly agrees not to:</p> <ul style="list-style-type: none"><li>➤ Utilise the Services offered on the website in any manner so as to impair the interests and functioning of TTE and / or its associates and which is non-compliant with laws and regulations in force.</li></ul>



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- Access data not intended for user or log into server or account that users are not authorized to access.
- Attempt to probe, scan or test the vulnerability of a system or network.
- Attempt or breach security or authentication measures without proper authorization.
- Attempt to interfere with, access to any other user including but not limited to by submitting a virus of any kind or Trojan horse to website, overloading, Flooding, mail bombing or crashing.
- Copy, distribute, download, display, perform, reproduce, modify, edit, alter, enhance, broadcast or tamper with in any way or otherwise use any material contained on website except as permitted.
- Copy and distribute this information on any other server, or modify or re-use information, text, graphics, sound, etc. on website to any other system. No reproduction of any part of website may be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, publication or website, whether in hard copy or electronic format, including postings to any other website; or
- Remove any copyright, trade mark or other intellectual property notices contained in the original material from any material copied or printed off from website or link to website, without our express written consent.
- The user undertakes not to duplicate, download publish, modify and distribute material on tranquility.co.in unless specifically authorised by TTE in this regard.
- The user undertakes not to establish any deep link or other connection to any specific page of website other than the Home Page without obtaining prior consent of TTE. TTE strictly forbids copying, duplicating web pages or content using any automated process such as spiders, crawlers etc. or through any manual process for a purpose which has not been authorised in writing.
- Users undertake that the Services offered by website shall not be utilised to upload, post, email, transmit or otherwise make available either directly or indirectly, unsolicited bulk e-mail or unsolicited commercial e-mail.
- TTE is not obligated to but reserves the right to filter and monitor and block the emails sent by you/user using the servers to maintained by TTE to relay emails. All attempts shall be made by TTE and the user to abide by International Best Practices in containing and eliminating Spam.



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	<ul style="list-style-type: none"> <li>➤ The User / visitor to website or affiliated site(s) is prohibited from uploading, posting, transmitting, updating or sharing any information that:             <ul style="list-style-type: none"> <li>○ belongs to another person and to which the user does not have any right to;</li> <li>○ is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;</li> <li>○ harm minors in any way;</li> <li>○ infringes any patent, trademark, copyright or other proprietary rights;</li> <li>○ violates any law for the time being in force;</li> <li>○ deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;</li> <li>○ impersonate another person;</li> <li>○ contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;</li> <li>○ threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.</li> <li>○ Violations of system or network security may result in civil or criminal liability.</li> </ul> </li> </ul>
<p><b>LINKS TO THIRD PARTY WEB SITES</b></p>	<ul style="list-style-type: none"> <li>➤ Website may provide links to other third-party World Wide Web sites or resources.</li> <li>➤ TTE makes no representations whatsoever about any other Web site you may access through this website.</li> </ul>
<p><b>DISCLAIMER AND WARRANTIES</b></p>	<ul style="list-style-type: none"> <li>➤ TTE is an intermediary as defined under sub-clause (w) of Section 2 of the Information Technology Act, 2000.</li> <li>➤ THE CONTENT OF WEBSITE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.</li> <li>➤ TTE AND/OR ANY THIRD PARTY PROVIDING MATERIALS, SERVICES OR CONTENT TO THIS WEBSITE, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, COMPLETENESS OR ACCURACY OF THE INFORMATION, UPDATE OR CORRECTNESS OF THE INFORMATION, FREEDOM FROM COMPUTER VIRUSES, OTHER</li> </ul>



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	<p>VIOLETION OF RIGHTS REGARDING SERVICES, PRODUCTS, MATERIAL AND CONTENTS OF WEBSITE.</p> <ul style="list-style-type: none"><li>➤ Views expressed by the Users are their own, TTE does not endorse the same and shall not be responsible for them. No claim as to the accuracy and correctness of the information on the website is made although every attempt is made to ensure that the content is not misleading/ offensive/ inappropriate. In case any inaccuracy is or otherwise improper content is sighted on the website, please report it to <a href="mailto:acctranquility@gmail.com">acctranquility@gmail.com</a></li><li>➤ It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, Services, and other related information listed on the website.</li><li>➤ TTE does not warrant that the access to website will be uninterrupted or error-free or that defects in website will be corrected.</li><li>➤ TTE offers no guarantee no warranties that there would be satisfactory response or any response at all, once inquiry is made on the website. Any payments made to TTE/Tranquility/website are solely for the purposes of room booking.</li><li>➤ Users are strongly advised to independently verify the authenticity of any promotional offers received by them. TE does not endorse promotions made by its affiliates which have not received official sanction, users dealing in such offers shall be doing so entirely at their risk and responsibility.</li><li>➤ Website is controlled and operated from India and TTE makes no representation that the materials are appropriate or will be available for use in other parts of the World. If you use website from outside India, you are entirely responsible for compliance with all applicable local laws as well as international conventions and treaties.</li></ul>
<b>LIMITATION OF LIABILITY</b>	<ul style="list-style-type: none"><li>➤ TTE will not be liable for any damages of any kind arising out of or relating to the use or the inability to use website, its content or links, including but not limited to damages caused by or related to errors, omissions, interruptions, defects, delay in operation or transmission, computer virus, line failure and all other direct, indirect, special, incidental, punitive, loss of profit, exemplary or consequential damages whether based on warranty, contract, tort or any other legal theory including Force Majeure, and whether or not, such organizations or entities were intimated or advised of the possibility of such damages.</li><li>➤ TTE assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction</li></ul>



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	<p>or unauthorised access to or alteration of User's data/information.</p> <ul style="list-style-type: none"> <li>➤ TTE shall not be responsible for any problem or technical malfunction on-line-systems, servers or providers, computer equipment, software, failure of e-mail or on account of technical problem or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to any User and/or Members or to any other person's computer related to or resulting from participating or downloading materials/information from the website.</li> </ul>
<p><b>TERMINATION</b></p>	<ul style="list-style-type: none"> <li>➤ TTE may, without notice in its sole discretion, and at any time, terminate / block or restrict your use or access to website (or any part thereof) for any reason, including, without limitation, that TTE based on its judgement and perception believes you have violated or acted inconsistently with the letter or spirit of these terms and conditions or any applicable law.</li> </ul>
<p><b>INDEMNIFICATION</b></p>	<ul style="list-style-type: none"> <li>➤ Submissions and unauthorized use of any information(s)/materials contained on website may violate copyright laws, trademark laws, the laws of privacy and publicity, certain communications statutes and regulations thereto and other applicable laws, statutes and its rules and regulations. You alone are responsible for your actions or the actions of any person acting on your behalf.</li> <li>➤ You agree to defend, indemnify, and hold harmless, TTE and/ or its associates, subsidiaries, their officers, directors, employees, affiliates, licensees, business partners and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of website material or your breach of these terms and conditions or any applicable law.</li> <li>➤ TTE will not be party to any legal proceedings between parties contracted through these Services. In case TTE is sought to be implicated in any legal proceedings, costs will be recovered from the party that names TTE as a party to such proceedings. TTE shall abide with any court order served on it through due process.</li> </ul>
<p><b>ARBITRATION</b></p>	<ul style="list-style-type: none"> <li>➤ If any dispute arises between a user/users and TTE out of use of the website or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of these terms and conditions, the dispute shall be referred to a sole Arbitrator who shall be an independent and neutral third party identified by TTE. The decision of the sole Arbitrator shall be final and binding on both the parties to the dispute. The place of arbitration shall be Goa. The Arbitration &amp; Conciliation Act, 1996, shall govern the arbitration proceedings.</li> </ul>





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<b>SEVERABILITY OF PROVISIONS</b>	<p>➤ THIS AGREEMENT between you and TTE governs your use of website. If any provision of these website terms and conditions or part thereof is inconsistent with or is held to be invalid/void by or under any law, rule, order or regulation of any Government or by the final adjudication of any court, such inconsistency or invalidity shall not affect the enforceability of any other provision of the terms and conditions.</p>
<b>WAIVER</b>	<p>➤ The failure of TTE to exercise or enforce any right or provision of the terms and conditions of use shall not constitute a waiver of its right to enforce such right or provision subsequently.</p>
<b>GOVERNING LAW</b>	<p>➤ By accessing website you agree that the laws prevailing in India shall be the governing laws in all matters relating to website as well as these terms and conditions.</p>
<b>JURISDICTION</b>	<p>➤ Courts at Goa, India alone shall have the exclusive jurisdiction in all matters relating to website and these terms and conditions, irrespective of the territory and jurisdiction of your access to website.</p> <p>➤ TTE does not routinely monitor your access to the website but reserves the right to do so. However, if TTE becomes aware of an inappropriate use of website or any of its Services, TTE will respond in any way that, in its sole discretion, TTE deems appropriate.</p> <p>➤ You acknowledge that TTE will have the right to report to law enforcement authorities any actions that may be considered illegal, as well as any information it receives of such illegal conduct. When requested, TTE will co-operate fully with law enforcement agencies in any investigation of alleged illegal activity on the Internet. TTE reserves all other rights.</p>
<b>VIOLATIONS</b>	<p>➤ Please report any violations of these terms and conditions to TTE at <a href="mailto:acctranquility@gmail.com">acctranquility@gmail.com</a></p>