PAYMENT & SETTLEMENT POLICY

Status: Standalone Module
Incorporation: Incorporated by reference into Section 1 and Section 2 of the Brihos Master Terms of Use.
Applicability: Applies globally to all Platform Users, including Accommodation Providers, Travel Agents, and Guests utilizing the Platform's booking mechanisms or payment routing interfaces.

1. THE PEER-TO-PEER (P2P) DIRECT SETTLEMENT ARCHITECTURE

- **Total Exclusion of Platform Escrow:** The Brihos Platform operates as a software-as-a-service (SaaS) provider and technical intermediary. Brihos is not a financial clearinghouse, payment gateway provider, banking institution, or escrow repository. Except where expressly stated otherwise, Brihos does not collect, hold, control, settle or process customer booking funds or deposits.
- **Direct Bank-to-Bank Mechanics:** All transaction values—including room booking fees, corporate wholesale net rates, banquet advance deposits, security bonds, and ancillary venue charges—are processed 100% directly from the purchasing entity (Travel Agent or Guest) to the specific financial account of the destination Accommodation Provider.
- **Supported Settlement Pipelines:** Direct transfers occur exclusively through peer-to-peer Unified Payments Interface (UPI) routing, direct bank wire rails (NEFT/RTGS/IMPS), or physical on-property point-of-sale (POS) terminal settlements.
- **No Fiduciary Relationship:** Nothing in this Policy creates any trustee, fiduciary, escrow, agency, custodial, banking or similar relationship between Brihos and any User in relation to payments or customer funds.

2. INTERMEDIARY STATUS & PLATFORM FEES

- **The Zero-Commission Rule:** Brihos may charge subscription fees, software licence fees, service fees, integration fees or other charges as notified to Users from time to time.
- **No Financial Collection Agency:** Because Brihos is completely removed from the flow of transactional money, Brihos does not act as a collection agent or legal representative for any Accommodation Provider or Travel Agent. The collection and auditing of booking revenue remain the sole operational duty of the contracting parties.

3. PAYMENT PROCESSING DISCLAIMER

To the maximum extent permitted by Applicable Laws, Brihos shall not be responsible for:

- UPI routing failures;
- bank settlement delays;
- payment gateway disruptions;
- card issuer actions;
- cross-border currency conversion losses;
- chargebacks;
- banking errors; or
- disputes arising from payments made directly between Users.

4. CANCELLATION, REFUND, AND DISPUTE RESOLUTION MECHANICS

- **Direct Property Sourcing:** In strict alignment with our non-merchant status, Brihos cannot execute, reverse, hold, or manually override a refund transaction.
- **Refund Pipeline Ownership:** Any dispute regarding cancellation penalties, unexpected room upgrades, booking modifications, or hotel default refunds must be resolved directly between the purchasing customer and the accommodation destination.
- **Forced Recovery Ban:** Guests and Travel Agents acknowledge that refund obligations remain the responsibility of the relevant Accommodation Provider and not Brihos.
- **Communication Facilitation:** Brihos may facilitate communications between parties regarding cancellation and refund requests but assumes no independent refund obligation.

5. TAX RECONCILIATION AND INVOICING ACCOUNTABILITY

- **Platform as a Rendering Engine Only:** Digital invoice templates, folio summaries, and payment links are compiled automatically based on data points input manually by the Accommodation Provider into the PMS.
- **Statutory Tax Reporting:** The Accommodation Provider holds sole legal accountability for ensuring the correct calculation, collection, and filing of regional Goods and Services Tax (GST), tourism surcharges, and local municipal levies. Accommodation Providers remain solely responsible for the calculation, collection, reporting and payment of applicable taxes. Brihos does not provide tax, accounting or legal advice.
- **Chargebacks:** Accommodation Providers shall bear responsibility for chargebacks, refund disputes, cancellation disputes and unauthorized charges attributable to their services or conduct.

6. MARKETPLACE INTEGRITY & SUSPICIOUS PROFILE FLAGGING

- **Proactive System Protections:** While Brihos does not manage customer funds, it maintains strict security oversight to protect the direct-payment marketplace from malicious actors.
- **The Rolling 48-Hour Trigger Rule:** Brihos may monitor complaints, dispute trends, booking defaults, payment irregularities, refund disputes and other indicators relevant to Platform integrity. Where Brihos reasonably believes that a User may be engaging in fraudulent conduct, repeated booking defaults, material payment irregularities, undisclosed fee practices or conduct adversely affecting Users or the Platform, Brihos may:
  (a) request supporting documentation;
  (b) restrict access;
  (c) suspend or terminate accounts;
  (d) disable inventory; or
  (e) take other reasonable actions necessary to protect Platform integrity.

  Repeated complaints from multiple Users may be considered as one factor in determining whether an investigation is required.

7. SYSTEM PROTECTION & SUBMISSION TO CYBERCRIME AUTHORITIES

- **Anti-Tampering Constraints:** Any unauthorized attempt to inject malicious code into payment interfaces, manipulate direct UPI link strings,

generate fraudulent payment confirmation metrics, or exploit software loops to bypass verified banking setups will result in instant account termination.
- **Legal Action:** Brihos may preserve and disclose relevant information to law enforcement agencies, regulators or competent authorities where required by Applicable Laws or for the protection of the Platform and its Users.

8. EXHAUSTIVE FINANCIAL INDEMNITY

All Users agree to indemnify, defend and hold harmless Brihos, NCS Hospitality Technologies Private Limited, its affiliates, directors, officers, employees and service providers from claims, losses, liabilities, penalties, costs and expenses (including reasonable legal fees) arising from:

- Banking settlement disruptions or transactional payment failures routing through local UPI interfaces;
- Misconfigured property tax fields, incorrect GST invoicing data, or local tax evasion tracking to property PMS panels;
- Property insolvency, sudden closures, or corporate payment defaults occurring post-transaction.

In the event of any inconsistency between this Payment & Settlement Policy and the Brihos Master Terms of Use, the Brihos Master Terms of Use shall prevail except to the extent this Policy specifically governs payment processing, settlement mechanisms, refunds, chargebacks, invoicing, taxes, or related payment matters.