

TRAVEL AGENT ADDENDUM

Status: Standalone Module

Incorporation: Incorporated by reference into Section 7 of the Brihos Master Terms of Use.

Applicability: Applies strictly to all wholesale buyers, retail travel agencies, corporate travel managers, destination management companies (DMCs), and automated booking desks utilizing the Platform or consuming its data arrays.

1. ELIGIBILITY, AUTHORIZATION, AND REPRESENTATION

The Travel Agent represents and warrants that:

- **Customer Mandate:** It has obtained appropriate authority from the customer before making a booking on the customer's behalf.
- **Valid Registration:** It possesses and shall maintain all valid travel trade licenses, corporate registrations, and applicable Goods and Services Tax Identification Numbers (GSTINs) required to legally conduct travel business under Applicable Law.
- **No Fiduciary Misrepresentation:** The Travel Agent shall not represent itself as an employee, affiliate, branch, partner or authorised representative of Brihos unless expressly authorised in writing.

2. BOOKING INTEGRITY, PRICING, AND MARK-UP TRANSPARENCY

- **Wholesale Net Rate Isolation:** The Travel Agent acknowledges that the wholesale rates and inventory made available through the Platform constitute confidential business information and shall not be disclosed except as necessary to complete a booking.
- **Disclosure of Mark-Ups:** While the Travel Agent is authorized to determine its own retail margins, advisory fees, and service mark-ups, it must accurately disclose all final pricing breakdowns, statutory taxes, and specific hotel cancellation parameters to the end Guest prior to confirmation.
- **Customer Responsibility Allocation:** The Travel Agent shall remain solely responsible for complaints, disputes or claims arising from its mark-ups, advisory fees, pricing representations, recommendations, customer communications or other services provided directly by the Travel Agent.
- **Anti-Speculative Booking Ban:** The Travel Agent shall not create speculative, fraudulent, or fake bookings (holding inventory without a confirmed end guest) to block room allocations or manipulate hotel dynamic algorithms.
- **Non-Circumvention:** The Travel Agent shall not bypass or attempt to bypass the Platform for the purpose of avoiding Platform controls, commercial arrangements, technical safeguards, contractual restrictions or other policies applicable to Bookings initiated through the Platform.

3. CUSTOMER RECONCILIATION AND DIRECT UPI ACCOUNTABILITY

- **Direct-to-Property Routing:** The Travel Agent explicitly acknowledges that Brihos is not the Merchant of Record, holds no customer escrow, and does not process reservation funds.
- **Payment Collection Duty:** The Travel Agent is solely responsible for collecting funds from its clients and successfully routing them directly to the designated bank account or UPI link of the Accommodation Provider.

- **No Recourse for Outages:** The Travel Agent assumes all risk for local payment disputes, bank timing failures, UPI settlement delays, or hotel insolvency events occurring post-transfer. To the maximum extent permitted by Applicable Laws, Brihos shall not be responsible for such matters.

4. API AND INTEGRATION SUITE CONSTRAINTS (PROGRAMMATIC RESELLERS)

- **Revocable License Grant:** Subject to subscription and technical compliance, Brihos grants programmatic partners a non-exclusive, non-transferable, revocable license to call its inventory APIs solely to pull real-time availability and transmit reservation payloads.
- **API Credential Security:** The Travel Agent shall be solely responsible for safeguarding API credentials, authentication keys, access tokens and integration credentials and shall immediately notify Brihos of any actual or suspected unauthorized access, compromise or misuse.
- **Look-to-Book (L2B) Infrastructure Protections:** To protect system architecture from excessive search scripts that create high cloud costs without transactional conversion, the Travel Agent must maintain a commercially reasonable booking conversion metrics.
- **Throttling and Rate-Limiting Gate:** Brihos may impose API rate-limiting, throttle data throughput speeds, or implement reasonable usage-based charges upon prior written notice, if an integration strains Platform servers.

5. SYSTEM COMPLIANCE AND 48-HOUR AUDIT RIGHTS

- **Compliance Verification Window:** If a consumer court notice, regulatory fraud alert, or localized property dispute flags misleading pricing, undisclosed fees, or consumer complaints linked to bookings made through the Agent's panel, Brihos demands transparent tracking.
- **Document Turnover Duty:** The Travel Agent must turn over complete electronic booking ledgers, customer disclosure notices, payment routing trails, and customer permission receipts to Brihos within forty-eight (48) hours of a written demand. Failure to provide requested records within the prescribed timeframe may result in suspension or termination of Platform access.
- **Record Retention:** The Travel Agent shall retain booking records, invoices, payment records, customer communications, disclosure notices and other relevant transaction records for the minimum period required under Applicable Laws.

6. DATA PROTECTION, CRM CLOUD RULES, AND DPDP ACT COMPLIANCE

- **Data Fiduciary Designation:** In strict alignment with India's Digital Personal Data Protection (DPDP) Act, 2023, the Travel Agent remains responsible for all personal data collected, uploaded or processed through the Platform.
- **CRM Broadcast Prohibition:** The Travel Agent shall not use the Brihos CRM interface to deploy unsolicited marketing blasts, automated text messages, or bulk promotional spam without possessing an explicit, active data privacy opt-in from the targeted Guest.

- **Staff Log Accountability:** The Agent is entirely responsible for all booking updates, profile deletions, or data extractions executed under its assigned employee staff sub-credentials.

7. REVIEWS, RATINGS, AND ECOSYSTEM DISCIPLINE

- **Anti-Manipulation Mandate:** The Travel Agent shall not submit fraudulent property reviews, accept kickbacks or undisclosed incentives from properties in exchange for falsified positive ratings, or deploy systematic digital campaigns to artificially deflate a property's search standing.
- **Enforcement Actions:** Brihos may suspend dashboard access, revoke API keys, cancel programmatic access tokens, or permanently delist any Travel Agent profile for contract default, subscription non-payment, or material or repeated Guest complaints.

8. EXHAUSTIVE EXCLUSION OF LIABILITY AND INDEMNITY

The Travel Agent agrees to defend, indemnify, and hold harmless Brihos, NCS Hospitality Technologies Private Limited, its affiliates, directors, officers, and employees from all legal losses, civil damages, statutory fines, consumer forum liabilities, and litigation costs arising directly from:

- Any breach of individual guest privacy rights or data protection defaults under the DPDP Act, 2023;
- Undisclosed agent mark-ups, deceptive consumer invoicing, or hidden fees that result in consumer court actions against the Platform;
- Financial transaction failures, reverse chargebacks, or fraudulent payment routing executed through the Agent's terminal;
- Unauthorized use, programmatic abuse, or security breaches tracking back to the Agent's API keys or employee staff credentials.

In the event of any inconsistency between this Travel Agent Addendum and the Brihos Master Terms of Use, the Brihos Master Terms of Use shall prevail except to the extent this Addendum specifically governs Travel Agent activities, bookings, pricing disclosures, API usage, audit obligations, data handling, or related matters.