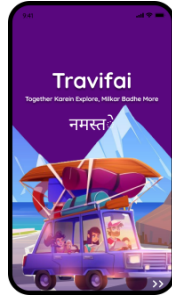


Travifai Hotel Partner Agreement



This Agreement is made on this - 10th October 2025 --, by and between **Ravisutra Nexora Global Pvt. Ltd.** ("Travifai", the Company), and the hotel partner collectively referred to as the "Parties".

1. Nature of Association

Travifai is an all-in-one, zero-commission hospitality platform that directly connects travelers, travel agencies, taxi providers, and hoteliers to facilitate smooth, commission-free bookings. The Partner Hotel agrees to list their property and offer room availability directly via the Travifai platform without involving any commission payout to Travifai.

2. Tenure

This Agreement shall be valid for **0X Months** from the date of onboarding on platform. It may be renewed or terminated by either party with 30 days prior written notice.

3. Room Rates & Availability

The Partner Hotel will upload and manage room rates and inventory directly via the Travifai portal. No commission will be deducted. The full amount paid by travelers will be received by the hotel. The Partner Hotel agrees to ***keep rates honest, transparent and without adding commissions, ideally reflecting a commission-free benefit compared to OTA listings.***

4. Rate Transparency Integrity & Parity Control

4.1. The Partner Hotel shall:

4.1.1. Maintain control over its pricing.

4.1.2. Ensure transparency for the guest by avoiding hidden charges or unfair price disparities.

4.1.3. May offer better rates on Travifai as there's no commission deduction.

4.2. Rate Fairness Obligation:-

4.2.1. The Partner agrees to maintain rate integrity across all third-party platforms and distribution channels.

4.2.2. If the Partner offers a room or travel inventory at a rate lower than the net amount retained after deducting platform commission charged by any other OTA, this shall be considered the breach of **clause 4.3 and clause 13.4** the Partner shall also offer the same or better rate to Travifai. *Illustrative Example :- If the room is listed at ₹2000 on Travifai (with 0% commission), and the Partner lists the same room on another OTA at ₹2000 with a 15% commission (resulting in ₹1700 net revenue), then the Partner shall not offer this inventory to any other party below ₹1700 without offering the same or lower rate to Travifai.*

पार्टनर यह सुनिश्चित करेगा कि वह अपने कमरे या ट्रेवल सेवाओं की कीमतों को सभी थर्ड-पार्टी प्लेटफॉर्मों और चैनलों पर ईमानदारी और समानता के साथ बनाए रखे।

यदि पार्टनर किसी अन्य OTA (Online Travel Agency) पर किसी कमरे को ऐसी कीमत पर बेचता है जो उस OTA के कमीशन काटने के बाद की नेट इनकम से कम है, तो वह उसी या उससे कम कीमत पर वह इन्वेंट्री **Travifai** को भी उपलब्ध कराएगा।

मान लीजिए:

- Travifai पर किसी कमरे की कीमत ₹2000 है (बिना किसी कमीशन के), तो होटल को पूरी ₹2000 की आमदनी होती है।
- वही कमरा किसी अन्य OTA पर भी ₹2000 में लिस्ट है, लेकिन उस OTA का कमीशन 15% है — तो होटल को केवल ₹1700 ही मिलते हैं।

अब, यदि होटल किसी अन्य चैनल पर ₹1700 से भी कम में वह कमरा बेचता है, तो उसे वही या कम रेट **Travifai** को भी देना होगा। इससे Travifai के यात्रियों को भी बराबरी का या बेहतर मूल्य मिलता है, और होटल द्वारा कीमतों में भेदभाव नहीं होता।

4.3. Breach & Consequences of rate integrity policy

4.3.1. Travifai reserves the right to temporarily suspend the listing,

4.3.2. Or demand immediate price parity via system-level correction,

4.3.3. And/or reduce the visibility of the listing until the parity is restored.

5. Direct Booking & Communication:-

Guests can connect directly with the hotel via the Travifai platform. No third-party or platform interferences are allowed. Hotels are encouraged to offer discounts, personalized packages, or add-ons directly.

6. Booking Discrepancies & Error Accountability

6.1. Travifai System Errors:-

In the event a confirmed booking is completed by a traveler on Travifai, but the booking is not visible to the Partner Hotel due to a system or technical error, Travifai shall take full responsibility. Travifai will coordinate directly with the Partner Hotel to resolve the issue, and if needed, offer compensation or arrange alternate support in consultation with the hotel.

6.2. Hotel Non-Compliance After Valid Booking:-

In case of any confirmed booking discrepancies arising due to the hotel partner's mismanagement such as.

- 6.2.1.** Failure to honor a valid booking despite prior confirmation
- 6.2.2.** Inaccurate or outdated inventory resulting in overbooking
- 6.2.3.** Refusal to provide service to a guest despite visibility of booking on the Travifai portal

The Partner Hotel shall be held fully responsible for addressing and resolving the issue.

6.3. Obligations of the Partner Hotel:

- 6.3.1.** The hotel must accommodate the traveler at the same property or an equivalent or better property at their own cost.
- 6.3.2.** Any costs, refunds, or penalties arising from the disruption shall be borne by the hotel partner.

6.4. Role of Travifai:

- 6.4.1.** Travifai will make every effort to mediate and resolve the matter quickly in coordination with the hotel.
- 6.4.2.** However, Travifai shall not be held liable for loss, refund, legal claim, or traveler inconvenience resulting from the partner's failure to honor a booking that was properly displayed and confirmed on the Travifai platform.

6.5. Rate or Inventory Errors:

- 6.5.1.** In case of any discrepancies in pricing or room availability due to manual errors (e.g., typo, wrong rate, wrong number of rooms), Travifai will investigate the issue.
- 6.5.2.** If the error originated on Travifai's side (system glitch, data sync issue, input mistake), Travifai will accept the consequences and resolve the matter fairly.

- 6.5.3.** If the error is due to incorrect data entered by the hotel (including outdated rates, double-booking, or incorrect inventory update), the Partner Hotel shall bear the responsibility and accommodate the traveler to the best of their capacity.

Travifai will share **system history logs and update records** as proof to determine where the error originated.

7. Booking Cancellation Policy

7.1. General Guidelines:

- 7.1.1.** Travellers must provide a **cancellation reason** while cancelling any booking.
- 7.1.2.** Cancellation requests are **not instant** and are **processed within 1 hour**.
- 7.1.3.** Refunds (if applicable) are processed **after internal validation** and shared with both the **traveller and hotelier**.

7.2. Recommended Cancellation Slab:

Cancellation Reason	Time Before Check-in	Refund To Traveller	Payout To Hotelier	Note
Personal Emergency / Medical Mishap	Anytime	100% of total payable booking amount Refund	0% Payout	<ul style="list-style-type: none">- Cancellation reason will not be pre defined by travifai, travellers have to specify in writing. Internal investigation will ensure this.- In case of refund Travifai will charge Payment gateway+3%+gst Refund service charge from traveller over total payable booking amount.
Personal Reason/ Urgent Work/Co-Traveller Denial/Other apart from personal emergency	Before OR Within 48 Hrs	75% of total payable booking amount Refund	25% Payout of booking amount	<ul style="list-style-type: none">- Payment gateway+3%+gst Refund service charge from traveller over total payable booking amount.
	Within or after 24 Hrs	10% of total payable booking amount Refund	90% Payout of booking amount	<ul style="list-style-type: none">- Payment gateway+3%+gst Refund service charge from traveller over total payable booking amount.

Change of Mind/Alternate Stays	Before 48 Hrs	100% of total payable booking amount Refund	0% Payout	- Payment gateway+3%+gst Refund service charge from traveller over total payable booking amount.
	Within 48 Hrs	75% of total payable booking amount Refund	25% Payout of booking amount	- Payment gateway+3%+gst Refund service charge from traveller over total payable booking amount.
No Show OR Same Day	No Show OR Same Day	0% Refund	100% Payout of booking amount	- Payment gateway+3%+gst Refund service charge from traveller over total payable booking amount.

7.3. Hoteliers are allowed to define and manage their own cancellation policies during onboarding or from the partner dashboard.

7.4. These policies must be created with the intent to:

7.4.1. Discourage fake or casual bookings

7.4.2. Protect against inventory blocking

7.4.3. Avoid unnecessary traveller cancellations

7.5. However, cancellation policies must not:

7.5.1. Unfairly penalize travellers

7.5.2. Create confusion or friction in the booking process

7.5.3. Contradict Travifai's standard cancellation philosophy of fairness and transparency

7.6. In cases where Travifai determines that a hotel's policy is overly punitive or causing negative traveller response (e.g., bounce rate, poor feedback, high drop-offs), Travifai reserves the right to:

7.6.1. Restrict or remove the hotel's custom policy from visibility

7.6.2. Request changes or suggest standard policy adoption

7.6.3. Disable that policy entirely from being active on the listing

8. Refund Policy

8.1. Travellers Booking Refunds

- 8.1.1. Processed within **5–7 working days** post-approval.
- 8.1.2. Applicable refunds are based on the **reason + time of cancellation** specified by the travellers during cancellation of booking
- 8.1.3. **Service charges are non-refundable.**

8.2. Subscription Refund

8.2.1. Refund Eligibility:-

- 8.2.1.1. Refund of the subscription fee will apply **only if** the Partner Hotel receives **zero confirmed booking inquiries** generated via Travifai during the entire subscription period.

8.2.2. Condition for Refund:-

- 8.2.2.1. The Partner Hotel must keep their listing active and live throughout the subscription period.
- 8.2.2.2. All hotel details, pricing, and availability must be accurate and regularly updated.
- 8.2.2.3. The Partner Hotel must respond promptly to traveler/agency inquiries during the subscription.

8.2.3. Extension Before Refund:-

- 8.2.3.1. Before processing a refund, Travifai will first extend the Partner Hotel's listing for up to **3 additional months at no extra charge** to allow further opportunity for conversions.

8.2.4. Refund Process:-

- 8.2.4.1. If after the extension period there are still zero booking inquiries, Travifai will process a **100% refund of the subscription fee** within **30 working days** of the Partner Hotel's written request.

8.3. Refund Responsibility:-

- 8.3.1. Travifai processes all refunds and keeps logs of reasons, approvals, and financials for transparency.

8.4. Exclusion:- Refund is not applicable if:

- 8.4.1. The Partner Hotel voluntarily pauses/removes its listing during the subscription.
- 8.4.2. Inquiries were generated but ignored or declined by the Partner Hotel.
- 8.4.3. Incorrect information (pricing, availability, or property details) was provided by the Partner Hotel.

9. Payment Policy for Hoteliers

9.1. For Confirmed Bookings:

9.1.1. For bookings under ₹1000 or partially paid:

- 9.1.1.1. 100% payout after check-in confirmation

9.1.2. For bookings above ₹1000 (fully paid):

- 9.1.2.1. **70% released at check-in**

- 9.1.2.2. **30% release after check-out**, only after traveller check-out confirmation and no dispute raised before or within an hour of checkout (*30% retention safeguards traveller interest in case of complaints*)

9.1.3. Travellers will not be informed or shown this payout structure to maintain platform trust and neutrality.

9.1.4. Hotel partners are **strictly advised not to disclose** the payout model to travellers at any stage. Revealing this may result in policy breach consequences under Clause 9.1.3.

9.1.5. In cases where

- 9.1.5.1. A traveller raises a complaint **within 4 hours of check-in**, and
- 9.1.5.2. It is found that the payout model was disclosed or misused,
- 9.1.5.3. Travifai may Investigate the incident internally
- 9.1.5.4. Hold or refund the remaining 30% at its discretion
- 9.1.5.5. Flag the incident as a breach of platform trust

9.1.6. All such cases will be fairly reviewed with a neutral and unbiased support process, documented through internal tools and logs.

9.2. For Cancelled Bookings:

9.2.1. Hotelier payout is based on the **cancellation reason slab**. Refer clause 7.2 Recommended Cancellation Slab.

9.2.2. Travifai will deduct payment gateway charge if applicable **3% refund service charge** before releasing the balance.

9.2.3. Payment released within **1–2 banking days** post cancellation approval.

10. Service Quality & Conduct

- 10.1. The Partner Hotel agrees to Maintain standard service levels.
- 10.2. Honor confirmed bookings.
- 10.3. Provide clear communication, fast check-ins, and guest satisfaction.

11. No Commission Only Subscription

Travifai does not charge any commission or deduction from bookings. Any revenue earned by Travifai is from subscription fees for using the platform, marketing support, or upgrades—not from bookings.

12. Subscription Renewal & Deductions Clause

In case the Partner Hotel fails to renew their subscription after multiple follow-ups (minimum 3 reminders via email or official communication), and Travifai continues to generate bookings for the property, Travifai shall have the right to withhold payouts from such bookings and deduct the due subscription fee in the form of 30% from the booking revenue.

This deduction shall be deemed as a consensual recovery, as per the terms of this agreement.

Travifai will:

- Inform the Partner Hotel before applying this deduction.
- Issue a receipt for the adjusted subscription payment.
- Resume standard payouts after deduction is complete.

Duration of Grace Period and Consequences:

- If the Partner Hotel does not renew within 15 days after deduction, and fails to respond to notices, Travifai may temporarily suspend or hide the listing from public traveler view.
- Continued non-payment beyond 30 days will lead to permanent delisting and access to future services may require a fresh onboarding.

13. Termination

Either party may terminate this Agreement by providing 30 days prior written notice.

However, Travifai reserves the right to immediately suspend, delist, or terminate the Partner Hotel's access to the platform, without prior notice, under the following circumstances

13.1. Fake or Misleading Listings

13.1.1. Falsifying property information, fake photos, amenities, certifications.

13.1.2. Duplicate listings or misuse of verification.

13.2. Guest Fraud or Financial Exploitation

13.2.1. Charging hidden or unauthorized fees.

13.2.2. Repeatedly denying service post-payment, A traveler has paid for a confirmed booking via Travifai, and then

13.2.2.1. The hotel refuses to give the room or claims "no availability"

13.2.2.2. Says things like "*system error hai, booking nahi aayi*", even though booking was confirmed.

13.2.2.3. Tells the guest to call Travifai or rebook at higher price

13.2.3. Pushing coercive refunds. Even if the guest has a valid booking, the hotel tries to:

13.2.3.1. **Force cancellation by saying "we'll refund, please don't come"**

13.2.3.2. **Intimidate or pressure the guest to accept cancellation or pay extra to keep the booking**

13.2.3.3. **Create discomfort to the point where guest agrees to refund unwillingly**

13.2.4. Misleading upselling or package manipulation.

13.3. Booking Mismanagement

13.3.1. Not honoring confirmed bookings.

13.3.2. Inventory not updated or double-booking due to negligence.

13.4. Rate Manipulation & Unfair Use of No-Commission Policy

13.4.1. Quoting lower net rates on OTAs while showing higher rates on Travifai.

13.4.2. Listing high on Travifai to build customer base and later diverting to OTA or direct deals using Travifai's reach.

- 13.4.3.** Presenting Travifai's network-generated leads as their own without disclosing source.

13.5. Violation of Code of Ethics

- 13.5.1.** Misbehavior with guests.
- 13.5.2.** Discrimination based on religion, gender, caste.
- 13.5.3.** Disrespecting Travifai guests or communication protocol.
- 13.5.4.** Failure to comply with Travifai's service, honesty, and guest-satisfaction values.

13.6. Safety & Hygiene Non-Compliance.

- 13.6.1.** Verified complaints regarding unhygienic or unsafe conditions.
- 13.6.2.** Failure to adhere to local health department inspection protocols.
- 13.6.3.** Travifai may request photos, third-party reviews, or inspection certificates periodically to ensure compliance

13.7. Uncooperative Behavior

- 13.7.1.** Ignoring guest disputes, system issues, or failing to respond to support queries.

13.8. Criminal or Legal Violations

- 13.8.1.** Involvement in legal proceedings, police cases, or government action.
- 13.8.2.** Hosting of unlawful activities or unsafe gatherings.

13.9. Social or National Sensitivity Violations

- 13.9.1.** Promoting any content or behavior that goes against national interest, public sentiment, or religious harmony.

13.10. Platform Abuse

- 13.10.1.** Tampering with booking data, scraping leads, or unauthorized use of APIs or backend.
- 13.10.2.** Copying or selling Travifai's traveller/agency network or internal mechanisms.

13.11. Subscription Non-Renewal

- 13.11.1.** If subscription is not renewed after 3-6 reminders in a month Continued access or use of Travifai network post-expiry will be considered breach.

- 13.11.2.** Any bookings generated in the renewal pending period 30% commission will be deducted from the booking amount.

13.12. Post-Termination Obligations

- 13.12.1.** All confirmed bookings made prior to termination must be honored as per original terms.
- 13.12.2.** Travifai reserves the right to withhold pending payouts in case of unresolved issues, guest disputes, or policy breaches.
- 13.12.3.** Access to Travifai's digital ecosystem — including traveller data, travel agencies, past leads, and platform analytics — will be revoked permanently.
- 13.12.4.** Any misuse of stored data or network leads post-termination will attract legal action under data protection and contract violation laws.
- 13.12.5.** Partner must delete or destroy any Travifai-issued credentials, materials, or contact lists immediately upon termination.

14. Legal & Jurisdiction

This agreement shall be governed by the laws of India, with jurisdiction in City of Travifai's Registration Uttarakhand.

15. Indemnity & Legal Protection

The Partner Hotel agrees to indemnify, defend, and hold harmless Travifai (Ravisutra Nexora Global Pvt. Ltd.), its directors, employees, and affiliates from and against any and all claims, liabilities, losses, damages, penalties, legal costs, or expenses arising out of:

- Any service issue, misconduct, negligence, fraud, or misrepresentation on part of the Partner Hotel or its staff
- Accidents, legal violations, disputes, or regulatory actions taking place within or around the Partner Hotel premises
- Any third-party lawsuits, traveler disputes, or complaints raised against the Partner Hotel

Travifai is a technology and facilitation platform only and does not act as a hotel operator, agent, or guarantor of service delivery.

In case any claim or dispute involves Travifai due to actions originating at the Partner Hotel, the Partner agrees to take full responsibility and legal ownership, including cooperating with Travifai to resolve the matter at their own cost.

16. Others

- 16.1.** The Partner Hotel shall not be liable for any marketing charges, upgrades, or any other expenditure unless explicitly agreed to in writing in advance.
- 16.2.** Travifai shall not hold the Partner Hotel responsible for any booking discrepancies due to system errors originating from the Travifai platform. In such cases, Travifai shall cooperate with the hotel to resolve the issue.
- 16.3.** This partnership is non-exclusive. The Partner Hotel is free to list its property on any other booking platforms or accept direct bookings independently.
- 16.4.** The Partner Hotel's cancellation and refund policy, as listed on the Travifai platform, shall be final and binding. Travifai shall not override the policy without prior consultation with the hotel. In case required, prior information will be shared before 30 days.
- 16.5.** In case the Partner Hotel offers room inventory to any other partner or OTA at a rate lower than the effective rate offered via Travifai (i.e., base rate minus typical OTA commission), the Partner Hotel agrees to offer the same or better rate to Travifai to maintain parity and fairness.

SIGNATURES:

**Hotel
Representative**

Name:

Designation:

Date:

Travifai Representative

Name: Ankur Kumar

Designation: Founder, Travifai

Date: 3rd July 2025

Signature:

Signature:

A handwritten signature in blue ink, appearing to read 'Ankur Kumar', with a horizontal line underneath.