Terms & conditions of using payment gateway

- If you are using the payment gateway to pay online using Debit/Credit Card or Net banking, then you are doing so with the consultation/approval of the card owner/account holder (if in case you are not the card holder/ account holder yourself).
- If transaction is found suspicious by our risk management team and to protect your payment from potential fraud, we are forced to identify the credit card holder before we proceed with the payment. You may be asked to submit identification proof along with front copy of your credit card by email to complete your transaction. If you failed to produce the said documents on time, then your transaction/Reservation will be cancelled with immediate effect. Further, we would not be liable for any such loss on such transaction to the user due to such cancellation.
- Transaction processing charge will be borne by the user for using the payment Gateway.
- If the transaction has been cancelled by the user, processing charges will still apply to the Agent/card holder.
- If the transaction has been cancelled by the user, processing charges will still apply to the Agent/card holder.
- Payment Gateway is an additional Payment option available for the user and is not the only option for making Payments. You can contact your nearest Menooh.com office to make your reservation by paying cash or transferring funds via wire transfers.
- For more details please write to us at <u>dispute@menooh.com</u>

Cancellation and refund policy

- Each hotel/service provider has its own refund and cancellation policy, as a result of which we adhere to the same. Also, refunds will be done only through the Original Mode of Payment.
- Each hotel/service provider has its own refund and cancellation policy terms, Per room per night rates calculated on Menooh.com are on average basis (the total amount) of the number of nights/rooms booked, In case of room night reduction/amendment, the refund shall be processed on the basis of per room per

- night refund amount received from the hotel/service provider and not as per the average of booking value captured.
- Refund Policy and process:- The reservations which are applicable for refund as per the cancellation policy specified in each booking will be entitled for refund (if applicable) and will be refunded within 15 working days from the date of cancellation request after the deduction of payment gateway processing charges.

Delivery Policy

- The receipt of a service voucher at the agent's email id registered with Menooh.com and/or the evidence of the funds being added in the Account, as the case may be, is sufficient evidence of the fact that services have been provided by Menooh.com and the user and/or end consumer/customer/guest/traveler/cardholder has no right to raise a chargeback request for reasons including not limited to "services not being provided"/"services provided not as described" and the other like reasons.
- Menooh.com will NOT deal or provide any services or products to any of OFAC (Office of Foreign Assets Control) sanctions countries in accordance with the law of UAE.

Dispute and resolution policy

In case of any dispute agent can reach to local office over the mail with the details.
Menooh.com will try to provide amicable solution to both the parties subject to availability of the booking. Menooh.com decision will be final in case of any dispute.

Chargeback Policy

- If Menooh.com receives a Chargeback request from the payment gateway company, in that case Menooh.com reserves the right to debit agent's vault balance upto the equivalent chargeback request amount plus any other chargeback levied by bank/payment gateway.
- The user agrees that should the user of the portal/Menooh.com be an agent and funds are being added to the Account utilized/maintained by the agent, Menooh.com shall not be held responsible for any chargeback requests by a cardholder regarding certain bookings/reservations made using such funds in the Account maintained by the agent. That, the liability of Menooh.com relating to chargeback requests shall not be entertained and it shall be deemed that the services have been provided by Menooh.com if the funds have been added/are reflected in the Account maintained by the agent.

- If Menooh.com receives a chargeback request from the payment gateway and/or the cardholder's bank in respect of bookings/reservations made by the agent/user, which bookings had been made using the balance/funds in the Account maintained by the agent, such chargeback request cannot be entertained since the card/banking transaction was done to add funds in the Account and not to make direct reservations. That, should an end consumer/customer/guest/traveler face any issues relating to the bookings/reservations made through the Account funds, a chargeback request shall not be valid in such cases since the card transaction had preceded the event of such bookings/reservations being made.
- The receipt of a service voucher and/or the evidence of the funds being added in the Account, as the case may be, is sufficient evidence of the fact that services have been provided by Menooh.com and the user and/or end consumer/customer/guest/traveler/cardholder has no right to raise a chargeback request for reasons including not limited to "services not being provided"/" services provided are not as described" and other like reasons.
- The bookings/reservations so provided by Menooh.com are availed by either the agent and/or the end consumer/customer/guest/traveler/cardholder. That, irrespective of the nature of the user (agent or cardholder/end consumer), the proof of services are provided to the user. That, should there exist any dispute between an agent acting as the user of Menooh.com and a cardholder/end consumer, such dispute does not concern Menooh.com and no chargeback request shall be entertained if Menooh.com is able to provide supporting documents (service vouchers) showcasing that services have been provided to the user (whether the agent or the cardholder/end user/customer/traveler).
- A cardholder is expected to be aware of the fact that the bookings/reservations are being made by the cardholder and/or the agent on behalf of the cardholder on Menooh.com. That, the cardholder is expected to be abreast with the services offered by Menooh.com to its customers at large. That, no chargeback request shall be entertained and can be raised by a cardholder in relation to services that are not offered by Menooh.com, unless necessary/satisfactory proofs and evidences are provided by the cardholder that such services were directly provided by Menooh.com and not through an agent of the cardholder/end consumer/traveler.
- The cardholder/payer making the payment using the payment gateway using his/her card is deemed to have perused/read the terms and conditions as stipulated on https://www.Menooh.com/staticpagesMenooh/cardsandrefunds.html and should the user be a person distinct from the cardholder/payer, it shall be presumed and

deemed that the user has appraised the cardholder/payer regarding the terms and conditions mentioned on the above mentioned link/website. That, the user shall be held accountable for all liabilities/actions/inaction's/negations, as the case may be, arising out of payments processed by the cardholder/payer irrespective of the cardholder expressing that he/she may not have explicitly perused the terms and conditions as mentioned on the above website/link.

• The cardholder/payer is deemed to have read, understood and confirmed the terms and conditions mentioned on the link/website mentioned herein above at a juncture when the cardholder/payer is making/processing a payment on the payment gateway page of the portal/Menooh.com (Travel Designer).

Please note that Menooh/Menooh.com/Travel Designer are synonymous and may be used interchangeably for the purpose of terms and conditions.