

Site Usage and Information Agreement

Terms & Conditions

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Introduction

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Conditions

1. Use of Website

You warrant that you are at least 18 years of age, possess the legal authority to enter into the legal agreement constituted by your acceptance of these Conditions and to use the Site in accordance with such Conditions. The site is available only to individuals and entities that can form legally binding contracts under applicable law. If you are under the age of eighteen, you may contact the hotel directly for assistance.

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Any messages, notes, suggestions, ideas, notes, drawings, concepts or other material or information (collectively, the "Submissions"), which you may submit through or in connection with the Site will become the exclusive property of us. Accordingly, you agree that we have the right to publish any Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions. In addition, you agree that you will not transmit any Submission which infringes upon the rights of any third party.

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8. Limitation of Liability

Neither us nor any of our subsidiaries, affiliates, agents, representatives or licensors shall be responsible for any direct, indirect, special, incidental or consequential loss or damage, punitive or similar damages including without limitation, loss or damage by way of loss of profits, loss of business opportunity, business interruption or loss of information however arising and whether in contract, tort or otherwise, which you or anyone else may suffer in connection with or arising out of, however arising and whether in contract, tort or otherwise, which you may suffer in connection with or arising out of your access or use or your inability to access or use of the Site or any Linked Web Site; or your use of or reliance on Information or any other material accessed through the Site including via any Linked Web Site;

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We are not responsible for, and shall have no liability for: (i) telephone, mobile, electronic, network, internet, computer, hardware or software program malfunctions, delays, or failures; (ii) for any injury, loss or damage to your computer or interception or use of credit card information, related to or resulting from use of the site or any sites, services, or materials linked or relating thereto; (iii) any incorrect information, whether caused by other users or by any of the equipment, software, or programming associated with or utilized in the site or as the result of technical or human error which may occur in the processing of information regarding the site.

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The Site may contain technical inaccuracies or typographical errors or omissions. Lemon Tree Hotels is not responsible for any typographical, photographic, technical or pricing (including without limitation mistaken hotel rates) errors listed on our Site.

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Any disputes arising out of or related to the Site shall be governed by and constructed and enforced in accordance with, the laws of India and you shall submit to the exclusive jurisdiction of the courts of New Delhi (INDIA).

11. Indemnification

You agree to indemnify and hold Lemon Tree Hotels and its subsidiaries, affiliates, officers, directors, agents and employees harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of this agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party. Lemon Tree hotels's failure to act with respect to breach by you or others does not waive its rights to act with respect to subsequent or similar breaches.

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These terms are effective until terminated by either party. You may terminate these terms at any time by discontinuing use of the Site and destroying all materials obtained from any and all such sites and all related documentation and all copies and installations thereof, whether made under the terms of this Agreement or otherwise. Your access to the Site may be terminated immediately without notice from us if in our sole and absolute discretion you fail to comply with any term or provision of this Agreement. Upon termination, you must cease use of the Site and destroy all materials obtained from such site and all copies thereof, whether made under the terms of this Agreement or otherwise. Notwithstanding the termination of this Agreement, you acknowledge and agree that those rights and obligations which by their nature are intended to survive the termination of this Agreement in order to be fully operative, shall survive the termination of this Agreement including, without limitation, the provisions hereof: (i) Restrictions on Use of Materials; (ii) Submissions; (iii) Disclaimers; (iv) Indemnification; (v) Limitations of Liability; and (xi) Governing Laws & Jurisdiction.

13. General

These Terms and Conditions together with Lemon Tree Hotel's Privacy Policy, constitute the entire agreement between the parties relating to the use of this Site. If any provision of these Terms and Conditions is deemed void, unlawful, or unenforceable for any reason, then that provision shall be severed from the rest of the terms and conditions and shall not affect the validity and enforceability of any of the remaining provisions. Lemon Tree Hotels may revise these terms and conditions at any time by updating the positing and such changes shall be effective immediately unless otherwise indicated.

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