

TERMS AND CONDITIONS

Last updated: 2022-03-01

Terms and Conditions

These Terms of Service ("Terms", "Terms of Service") govern your use of our website located at <https://raydolltours.co.ke> (together or individually "Service") operated by RAYDOLL TOURS AND TRAVEL LIMITED. This Agreement is legally binding between you ("User", "you" or "your") and RAYDOLL TOURS AND TRAVEL LIMITED (doing business as "RAYDOLL TOURS AND TRAVEL", "we", "us" or "our"). If you are entering into this agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this agreement, you must not accept this agreement and may not access and use the Website and Services. By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. You acknowledge that this Agreement is a contract between you and RAYDOLL TOURS AND TRAVEL, even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services.

Use of Our Website

You must be at least 18 years of age to use the Website and Services. By using the Website and Services and by agreeing to this Agreement you warrant and represent that you are at least 18 years of age. If you create an account on the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may monitor and review new accounts before you may sign in and start using the Services. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

As a condition of your use of our Website to make online bookings for various travel services, you commit that such use will be done only for lawful purposes, and in accordance with the Terms and Conditions herein further expounded:

- i) You agree that your usage shall NOT in any way, violate any applicable national or international law or regulation;
- ii) You agree that your usage shall NOT be for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise;
- iii) You agree that your usage shall NOT be for purposes of transmitting any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.

- iv) You agree NOT to impersonate or attempt to impersonate our Company or Company employee, another user, or any other person or entity;
- v) You agree that you shall NOT use the website in any way that infringes upon the rights of others, or in any way which is threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.

Additionally, you agree NOT to:

- o Use our Website in any manner that could disable, overburden, damage, or impair the Service or interfere with any other party's use of the Service, including their ability to engage in real-time online booking activities.
- o Use any robot, spider, or other automatic devices, process, or means to access our Website for any purpose, including monitoring or copying any of the material on the site without our prior written consent.
- o Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which the service is stored, or any server, computer, or database connected to Service.
- o Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.

Additional Terms and Conditions by the Travel Suppliers

RAYDOLL TOURS AND TRAVEL offers on our website a number of travel-related products from many different Travel Suppliers. Such products include, but are not limited to, Airline tickets, Hotel accommodation, Tour packages, Car hire services, Travel insurance, and Visas. We offer these services as a Booking Agent operating as an intermediary between you and the Travel Suppliers. When you make a booking for such services on our website, you will be entering into contractual arrangements with the Travel Suppliers and their terms and conditions for airline fares, hotel bookings, rules for changes, amendments and cancellations and refunds, baggage and other allowances, etc. shall apply in addition to the Terms and Conditions set out in this document. RAYDOLL TOURS AND TRAVEL is not responsible for the quality, availability, or suitability of the Travel Suppliers products and services on our Website, and any questions or clarifications regarding the purchase terms should be addressed direct to the Travel Suppliers.

Online Purchases

If you wish to purchase any product or service made available through our Website, you may be asked to supply certain information relevant to your Purchase including but not limited to, your credit or debit card number, the expiration date of your card, your billing address, and your shipping information. In this connection, you warrant that the information you supply to us regarding details of your credit card or any other form of payment is true, correct, and complete. We further advise that we may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy, and we reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected. Additionally, we reserve the right to refuse or cancel your order at any time for reasons including but not limited to product or service availability, errors in the description or price of the product or service, error in your order, or other Billing and payments.

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and

payable. Sensitive and private data exchange happens over an SSL secured communication channel and is encrypted and protected with digital signatures and the Website and Services are also in compliance with PCI vulnerability standards in order to create as secure an environment as possible for Users. Scans for malware are performed on a regular basis for additional security and protection. If in our judgment, your purchase constitutes a high-risk transaction, we may require you to provide us with a copy of your valid government-issued photo identification, for the credit or debit card used for the purchase.

Service Fee

When you use our Website to make bookings for travel related products and services you are giving us explicit authority to act as your representative and to make payment for such services on your behalf. In this connection we will charge a Service fee in accordance with the type of booking you make and in line with existing disclosure rules.

Accuracy of information

Occasionally there may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, availability, promotions, and offers. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information on the Website or Services is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the Website including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or Services has been modified or updated.

Third-party services

If you decide to enable, access or use third party services, be advised that your access and use of such other services are governed solely by the terms and conditions of such other services, and we do not endorse, are not responsible or liable for, and make no representations as to any aspect of such other services, including, without limitation, their content or the manner in which they handle data (including your data) or any interaction between you and the provider of such other services. You irrevocably waive any claim against RAYDOLL TOURS AND TRAVEL with respect to such other services. RAYDOLL TOURS AND TRAVEL is not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access, or use of any such other services, or your reliance on the privacy practices, data security processes, or other policies of such other services. You may be required to register for or log into such other services on their respective platforms. By enabling any other services, you are expressly permitting RAYDOLL TOURS AND TRAVEL to disclose your data as necessary to facilitate the use or enablement of such other service.

Advertisements

During your use of the Website and Services, you may enter into correspondence with or participate in promotions of advertisers or sponsors showing their goods or services through the Website and Services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. We shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party.

Links to other resources

Although the Website and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. Some of the links on the Website may be "affiliate links". This means if you click on the link and purchase an item, RAYDOLL TOURS AND TRAVEL will receive an affiliate commission. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Website. Your linking to any other off-site resources is at your own risk.

Disclaimer of warranty

You agree that such Service is provided on an "as is" and "as available" basis and that your use of the Website and Services is solely at your own risk. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service will be uninterrupted, timely, secure, or error-free; nor do we make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service unless stated otherwise. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will RAYDOLL TOURS AND TRAVEL, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of RAYDOLL TOURS AND TRAVEL and its affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to an amount no greater than one dollar or any amounts actually paid in cash by you to RAYDOLL TOURS AND TRAVEL for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

Indemnification

You agree to indemnify and hold RAYDOLL TOURS AND TRAVEL and its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of

or relating to your Content, your use of the Website and Services or any wilful misconduct on your part.

Assignment

You may not assign, resell, sub-license or otherwise transfer or delegate any of your rights or obligations hereunder, in whole or in part, without our prior written consent, which consent shall be at our own sole discretion and without obligation; any such assignment or transfer shall be null and void. We are free to assign any of its rights or obligations hereunder, in whole or in part, to any third party as part of the sale of all or substantially all of its assets or stock or as part of a merger.

Changes and amendments

We reserve the right to modify this Agreement or its terms related to the Website and Services at any time at our discretion. When we do, we will post a notification on the main page of the Website, and send you an email to notify you. We may also provide notice to you in other ways at our discretion, such as through the contact information you have provided.

An updated version of this Agreement will be effective immediately upon the posting of the revised Agreement unless otherwise specified. Your continued use of the Website and Services after the effective date of the revised Agreement (or such other act specified at that time) will constitute your consent to those changes.

Governing Law

These Terms shall be governed and construed in accordance with the laws of KENYA, whichever governing law applies to agreement without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Website and Services.

Contacting us

If you have any questions, concerns, or complaints regarding this Agreement, we encourage you to contact us using the details below:

info@raydolltours.co.ke

This document was last updated on March 1, 2022