

**Fundoo Vacations – TRAVEL AFFILIATE
MEMBERSHIP AGREEMENT**

The Fundoo Vacation's Affiliate Program is an opportunity to generate revenue by promoting our services as a freelancer with zero investment. As an Affiliate Partner, either you are an Individual or a small Travel Agent you will earn revenue for each successful sale that you make.

Section 1 – Travel Affiliate Information

Travel Affiliate Name:	
Address:	
City:	Postal Code:
State:	Country:
Main Contact Name:	Main Contact Title:
Secondary Contact Name:	Secondary Contact Title:
Mobile & Landline No.:	Fax Number:
Contact Email:	Affiliate's Web Address (if any):

Section 2 – Commission Payment/Statement Information

Fundoo Vacations shall pay the Travel Affiliate the defined commission at the end of each materialized month. i.e.; - The Travel Affiliate shall receive the commissions as per the payment delivery method selected below in the first 10 days of the following month in which the reservations have been materialized.

Payment Delivery Method (Check one) PAPER CHEQUE [] DIRECT DEPOSIT []	Statement Delivery Method (Check one) E-mail Paper
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Section 3 – Bank Account Information

Bank Name:	
Account Name:	
Branch Address:	
City:	
State:	
Postal Code:	
Country:	
Bank Account No:	
IFSC Code:	
PAN CARD Number	

Internal Use Only

Received Date:	Travel Affiliate ID:
Processed Date:	COMMISSION % OFFERED: _____

TERMS & CONDITIONS

Fundoo Vacations and **Travel Affiliate** (details as per Section A) hereby agree as follows:

WHEREAS:

1. **Fundoo Vacations** intends to appoint booking agents for extending its booking facilities;
2. **Fundoo Vacations** agrees to appoint **Travel Affiliate** as a booking agent for rendering travel related services on the terms and conditions hereinafter appearing.
3. **Travel Affiliate** to provide **Fundoo Vacations** with a copy of self attested PAN CARD.

A. ENGAGEMENT OF SERVICES

In accordance with the terms hereof, **Fundoo Vacations** hereby appoints **Travel Affiliate** and **Travel Affiliate** accepts the said appointment as its booking agent, till the time either party seeks to terminate this Agreement.

B. CONSIDERATION

Subject to the performance of obligations, warranties and undertakings set forth in this Agreement, **Fundoo Vacations** shall pay to **Travel Affiliate** the consideration calculated in accordance, at the time of processing the bookings.

Fundoo Vacations shall Pay the Commission to the Travel Affiliate through the Bank Cheque. The Travel Affiliate shall solely bear any and all applicable taxes, including service taxes and withholding taxes, which may arise from the payment of the Commission by **Fundoo Vacations** to Travel Affiliate.

C. REPRESENTATIONS AND WARRANTIES

Travel Affiliate hereby represents and warrants that:

- a) The execution and performance of this Agreement does not conflict with other agreements of **Travel Affiliate**;
- b) The execution and performance of this Agreement does not conflict with any of its agreements with any third party and is within his power and authority;
- c) **Travel Affiliate** has not entered into and shall not enter into any agreement or arrangement which will inhibit or restrict the exercise of its rights pursuant to this Agreement;
- d) **Travel Affiliate** shall not, in any interviews, use derogatory language/remarks, directly or indirectly against **Fundoo Vacations** and its product "Portal". This obligation/s shall survive even after termination of this Agreement.
- e) **Travel Affiliate** shall render services as an agent of **Fundoo Vacations** on best endeavor basis and in a professional and diligent manner and with due compliance with all applicable laws.

D. OBLIGATIONS OF PARTIES

- a) **Travel Affiliate** shall at all times during the continuance of this Agreement, obey and observe all reasonable directions and instructions which may be given by **Fundoo Vacations** concerning the conduct of business as agreed under this Agreement.
- b) **Travel Affiliate** will sell the services of **Fundoo Vacations** i.e. For the booking of Air Tickets - Domestic & International,

Hotels - Domestic & International. Holiday Packages etc. **Travel Affiliate** understands and agrees that he can sell services of Fundoo Vacations only after execution of this Agreement.

If **Travel Affiliate** has any Urgent Bookings before the activation of the account then **Travel Affiliate** may contact Account Manager and can alternatively call in our call centre.

- c) **Travel Affiliate** shall pay to **Fundoo Vacations** the consideration value of bookings in advance either through **TRAVEL AFFILIATE's** Net banking / Demand Draft / Cash Deposit or by making adjustment against Security Deposit (If Any) as maintained with **Fundoo Vacations**.
- d) **Travel Affiliate** shall be responsible to its customers and **Fundoo Vacations** will not be responsible or liable for the acts of **Travel Affiliate** or for any due payable by **Travel Affiliate** to any other party.
- e) **Travel Affiliate** agrees that there can be exceptional circumstances here the service operators like the airlines, hotels, the respective transportation providers or concerns may be unable to honor the confirmed bookings due to various reasons like climatic conditions, labor unrest, insolvency, business exigencies, government decisions, operational and technical issues, route and flight cancellations etc. If **Fundoo Vacations** is informed in advance of such situations where dishonor of bookings may happen, it will make its best efforts to provide similar alternative to **Travel Affiliate** or refund the booking amount, if supported and refunded by that respective service operators. **Travel Affiliate** agrees that **Fundoo Vacations** shall not be responsible for any such circumstances and shall not be liable for any refund to **Travel Affiliate**.
- f) In case of cancellation of Bookings of Airline / Hotel / Holiday Package or in any matter Terms & Condition given on our website www.fundoovacations.com will be applicable.

E. CONFIDENTIALITY

- a) Any information which is specifically mentioned as confidential by Fundoo Vacations shall be maintained confidentially by **Travel Affiliate** and shall not be disclosed unless as required by law.
- b) **Travel Affiliate** has informed it's customers, that in case, he fails to make the payment as above to the Principal i.e. (Fundoo Vacations.), the principal will have right to approach the passenger for recovery or stop his travel.

F. INTELLECTUAL PROPERTY

Travel Affiliate acknowledge and agree that **Fundoo Vacations** is the absolute owners of all right, title and interest in its respective trademarks, trade name, logo and visual representation marks and **Travel Affiliate** shall not acquire any interest in any such trade names or copyright by virtue of this Agreement.

Both Parties shall at all times, render necessary assistance to restrain the infringement or colorable imitation of any such trade descriptions, trade names, or trademarks.

G. INDEMNITIES

Travel Affiliate hereby undertakes to indemnify and keep fully indemnified, at all times, **Fundoo Vacations** its assignees, licensees, officers, employees, or agents, from and against all actions, proceedings, claims, demands, costs including legal costs, awards, damages arising directly or indirectly as a result of:

a) Any breach, alleged breach or non-performance by **Travel Affiliate** of any of the undertakings, representations, warranties or obligations under this Agreement;

b) Any third party claims that may arise due to the infringement, impairment or dilution of the rights of such party by **TRAVEL AFFILIATE**.

H. TERM AND TERMINATION

If **Travel Affiliate** commits a breach of the terms of this Agreement and fails to remedy the same within a period 7 (Seven) days of receipt of a written notice in that regard from **Fundoo Vacations**, then **Fundoo Vacations** shall be entitled to terminate this Agreement forthwith at the expiry of the said period of 7 (Seven) days. If **Travel Affiliate** commits a breach hereof which in the reasonable opinion of **Fundoo Vacations** is a "serious" breach, then **Fundoo Vacations** may forthwith and without any prior notice at all, terminate this Agreement upon written intimation to **Travel Affiliate**. However, either party can terminate the Agreement by giving a notice of 90 days. The notice can be communicated by Email.

I. ARBITRATION

The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they shall, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion failing which, by arbitration.

For Fundoo Vacations

Authorized Signatory

Name

Designation

Stamp

J. Exclusive Jurisdiction/Governing Law

All matters arising hereunder shall be subject to the exclusive jurisdiction of the appropriate courts of Bhopal. This Agreement shall be governed by the laws of India.

K. Waiver of Rights

TRAVEL AFFILIATE agrees that the consideration contemplated in this Agreement is adequate/ sufficient and **Fundoo Vacations** will not be required to pay any amount other than what is contemplated above. **Travel Affiliate** expressly waives any rights which can be exercised by virtue of membership with any association or guild such as payment of any fees etc. Further **Travel Affiliate** shall not approach any association for the settlement of disputes arising out of this Agreement other than by arbitration as contemplated herein.

L. Entire Agreement:

This Agreement, together with all documents executed contemporaneously with it or referred to in it, constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior engagement and understandings whether oral or written with respect to such subject matter and no variation of this engagement shall be effective unless reduced to writing and signed by or on behalf of a duly authorized representative of each of the Parties.

M. Consent to Execute Documents

Travel Affiliate hereby agrees and confirms that **Travel Affiliate** agrees to **Fundoo Vacation's** standard "**Terms of Use**" as set out at www.fundoovacations.com and the same are incorporated herein by reference.

For Travel Affiliate

Authorized Signatory

Name

Designation

Stamp

Please return all pages duly signed to **Fundoo Vacations**
E-mail: info@fundoovacations.com