

TERMS & CONDITIONS

Karwan e Mehdi operates a platform, Orbit that empowers you to plan, book and pay for various products and services which are supplied, offered and/or operated by third-parties (“**Travel Suppliers/Vendors**”). When we refer to “**Orbit**”, “**we**”, “**our**” or “**us**” in these terms, we mean Karwan e Mehdi. Please ensure that these terms and conditions are carefully read and understood before ordering/booking any service on Orbit App. These Terms and Conditions are subject to change. The “**User**”, “**Passenger**”, “**You**” are advised to check our website & App or to request the latest version of the Terms and Conditions from Karwan e Mehdi. (Each a “**Travel Product**”), through a convenient portal, the facilitation of which is individually and collectively known as our “**Services**”. You may access our Services through our website (“**Website**”) and mobile application (“**App**”), collectively known as our “**Platform**”.

1. Your use of the Platform

- 1.1 Our Platform is the property of M/S Karwan e Mehdi. To this end, we grant you a non-exclusive, non-transferable, non-sub-licensable, revocable and limited license to access our Platform to enjoy personal, non-commercial use of our Services in accordance with these Terms. Except for this limited license, we do not grant you any other rights or licenses with respect to our Platform. Any rights or licenses not expressly granted herein are reserved. You represent and warrant to us that your access to, and use of, our Platform is intended only for personal, non-commercial use.
- 1.2 The Users of our Platform should be at least 18 years of age or older and have the full legal capacity to enter into contracts (or have the authorization to do so from a legal guardian). This age limitation also applies to other uses of our Platform, such as browsing the Platform for informational purposes for making a Booking Request.
- 1.3 You will not use the Platform for any purpose that is unlawful or prohibited by these Terms, or for any other purpose not reasonably intended by us. By way of example, and not as a limitation, you agree not to use our Platform and/or its content to:

- 1.3.1. Resell any products or services booked or obtained via our Platform or for any commercial purpose unless expressly authorized in writing by Karwan e Mehdi, make false, fraudulent or speculative bookings on our Platform;
 - 1.3.2. Pass off or attempt to pass off our Platform as the product of anyone other than Karwan e Mehdi, including by removing, altering or replacing any notices of authorship, trademarks, business names, logos or other designations of origin;
 - 1.3.3. Refrain from trying to disassemble, reverse engineer, decompile or modify any software or application contained in or available on our Platform in whole or in part, or otherwise attempt to obtain or access the source code of our Platform.
 - 1.3.4. To violate the security of any network, including cracking passwords or encryption codes, transferring or storing any illegal material, or otherwise obtaining the password, account or private information from any other User of our Platform is forbidden.
 - 1.3.5. Do anything else which could cause damage to the Platform, Orbit, the Karwan e Mehdi, or would otherwise have a negative impact on the Platform.
 - 1.3.6. Infringe any applicable law, statute, ordinance or regulation and any rights of us and/or any third party, including intellectual property rights or proprietary rights.
- 1.4 If, based on your user pattern, we suspect that you have performed any of the prohibited activities under these Terms, Karwan e Mehdi has the right to block your user account or deny your entitlement to any benefits under a loyalty program or Promotions.

2. User Account

- 2.1 In the course of using our Platform, you may need to register and maintain a user account with us ("Orbit Account"). When you register an Orbit Account with us, you agree to provide and maintain true, current and complete information during registration. You agree not to use the name of another person with the intent to impersonate, or a name or trademark that is subject to the rights of another person or entity other than you without appropriate authorization.
- 2.2 You are responsible for maintaining the confidentiality of the information and password associated with your Orbit Account, and for all activities occurring under your Orbit Account including all charges incurred. We shall be entitled to consider any person who gains access to the Platform and Services using your Orbit Account log-in details as an individual acting upon your authorization, without any further inquiry or investigation.
- 2.3 We may at our sole discretion refuse registration of an Orbit Account or cancel an existing Orbit Account without prior notice or liability.
- 2.4 We also reserve the right to bar or block Users from and/or to partially or fully restrict their access to, whether or not with an Orbit Account, our Platform on a permanent or temporary basis, at our discretion. If you are blocked, you agree not to attempt to use our Platform under any other name or through any other User.

3. Platform Content

- 3.1 All Content accessed by you using our Platform is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. Under no circumstance shall Orbit be liable in any way for any loss or damage of any kind incurred in connection with the use of or exposure to any Content accessed on our Platform, including but not limited to any errors or omissions, or any additions, removals, or modifications that we make on our Platform.

- 3.2 The displayed prices for our Travel Products are dynamic and can change during or after your search. Once you have a Confirmed Booking, as defined further below, subsequent changes in displayed prices will not affect the price of your booking.
- 3.3 We make no guarantee that our Platform will always be available or uninterrupted. We will not be liable to you for any loss or damage resulting from any unavailability or interruption of our Platform or Services.
- 3.4 The fare for certain services for adult, child & infant passengers differ as per their age according to the following description;
 - **ADL** 8+ Years
 - **CLD** 2-8 Years
 - **INF** 0-2 Years
- 3.5 Users claim to know that Karwan e Mehdi itself does not offer any User, tour or touristic services. That means only the User, and not Orbit in any way, is responsible for disruptions in service at the end of Travel Supplier or Vendor, while we have exercised care in selecting providers of travel, accommodation, restaurants and other facilities.
- 3.6 Karwan e Mehdi is not responsible for any losses, inconvenience or problem the user may face in case of applying work-leaves or making any related arrangements prior to travel.
- 3.7 Upon confirmation of an order, any selected travel-related products or services will be dispatched or delivered to the user either via courier or email. The estimated processing and delivery time for order fulfillment is approximately 16 to 20 working days (which can be higher depending on the individual Travel Suppliers).

4. Payments

- 4.1 The base currency on the platform for display and charge is United States Dollar (USD), irrespective of the location or region of the user.

- 4.2 The price you pay for a booking will depend on your selected booking type, Payment Method, Display Currency, Charge Currency, and any applicable credits and discounts, among other things.
- 4.3 The total payable amount includes the base fare, applicable service charges, and an additional 5% PRA tax. By proceeding with the payment, you acknowledge and agree that all charges are final, and will be calculated based on these components.
- 4.4 The service charge is a fee for the facilitation services provided by Orbit in relation to your Booking ("Orbit Service Charge"). Except where expressly prohibited by law, the service charge is non-refundable.
- 4.5 For the safe and secure payments the users may select one at a time from any of the Orbit supported payment methods that are Bank Transfer, OrbitPay and Credit/Debit card of any bank.
- 4.6 The bank or financial institution that issued your credit or debit card may impose additional fees, which are beyond our control.
- 4.7 The bank or financial institution will also determine the applicable exchange rate at the time the transaction is processed and applied to your account. We are not responsible for any variances in exchange rates or fees imposed by your card issuer.
- 4.8 You are fully responsible for all taxes, charges, fees and duties arising out of the use of this Platform. While we aim to provide customers with the total price of each booking on the Platform, there is a chance that a government-imposed tax may be added or increased after the booking is purchased. If this occurs, by accepting these Terms, you agree to pay the new or higher government-imposed tax.
- 4.9 Airport taxes or fees must be paid by each user individually and are not part of the total price.

- 4.10 If due to any reason the stay duration in the destination increases, extra charges or additional deposits that may be required, are not included in the total price.

5. OrbitPay (In App Wallet System)

- 5.1 OrbitPay allows you to store funds, which can be used to order and book services available within the Orbit App.
- 5.2 The minimum amount you can withdraw from your OrbitPay Wallet is USD 1,000. Withdrawals below this threshold will not be processed. 3% withdrawal fee is applicable.
- 5.3 When you request a withdrawal, the processing time may take between 20 to 25 working days for the amount to be deposited into your designated account; or
- 5.4 Withdrawals will be processed via a cheque, which will be issued and mailed to your registered address in your Orbit account.
- 5.5 User is responsible for account details, including mailing address and bank account information, we are not liable for any delays or issues caused by incorrect or outdated information.
- 5.6 The funds in your OrbitPay Wallet can only be used for transactions within the Orbit App. The wallet cannot be used to make payments or transfers outside the app.

6. Aasan Ziyarat (0% Markup credit service – Book Now, Pay Later)

- 6.1 The The Aasan Ziyarat Service is available to all registered users of the Orbit app who are 18 years or older.

- 6.2 Users may apply for a credit line of up to USD 600 to be credited to their OrbitPay wallet, which can be used solely for booking services available within the app.
- 6.3 The credit is subject to approval based on the user's creditworthiness and the information provided in the credit request form. Karwan e Mehdi reserves the right to reject any application or block/ban any user from submitting requests in its sole discretion.
- 6.4 Upon approval, users will be notified via the app or registered email about their approved credit amount and to link their credit/debit card.
- 6.5 The orders or bookings made utilizing credit availed through Aasan Ziyarat Service shall be non-refundable in the event of cancellation. The user shall remain liable for the full payment of any amounts expended under such bookings or orders.
- 6.6 The first installment, corresponding to the selected tenure, must be paid by the User to activate the installment plan. Subsequent installments will be automatically deducted from the linked credit or debit card
- 6.7 Karwan e Mehdi reserves the right to terminate or suspend the User's access to the Service in case of violation of these terms, misuse of the Service, or failure to comply with repayment obligations.
- 6.8 Upon termination, any outstanding balance will become due immediately, and we may take necessary legal or recovery actions to collect the due amounts.

7. Indemnity

To the maximum extent permitted by applicable law, you agree to indemnify, defend and hold harmless the Karwan e Mehdi, their subsidiaries and other affiliates, and each of their respective partners, officers, directors, employees, representatives, distributors, suppliers, licensors, agents or others involved in creating, sponsoring, promoting, or otherwise making available the Platform and its contents, payment service providers and other applicable third parties from and against any liability, damage or loss including legal fees and expenses arising out of or related to your (or any other person using your Orbit Account;

- 7.1 You agree that your use of the app is voluntarily and at your own risk.
- 7.2 You are aware that risks exist and may arise during the trip including, but not limited to, the hazards of traveling by air, bus, coach, tram, train or other means, by which death, injury, illness, damage or loss to the property may occur.
- 7.3 You, personally and voluntarily assume all the risks for any harm, trauma, injury or damage that you may suffer in person or to property (whether foreseen or unforeseen) in connection with the trip.
- 7.4 You understand that there may be breakdowns, delays and sudden changes of schedules and/or cancellation of schedules for travel and that Karwan e Mehdi will not be held responsible for any such delays, changes and cancellation of schedule of travel.
- 7.5 You understand that Karwan e Mehdi will not be held responsible for any kind of losses or problems you might face in case of applying work-leaves or other related arrangements.
- 7.6 You understand that your property, including but not limited to luggage and personal items, may get lost or damaged during the trip and that you waive any right to claim any loss or damage on the part Karwan e Mehdi as regards to the same.

7.7 You understand that it is advisable for you to take out a suitable travel insurance policy before embarking the trip to cover for any medical expenses, personal injury and cover for accidents, lost or damaged personal items during the trip.

8.4 You acknowledge and agree that the Karwan e Mehdi does not in any way directly or indirectly operate or control any Travel Product provided by any Travel Supplier or other third party, and that we have no control over or responsibility whatsoever for any arrangements you make with them as a result of your use of our Platform or Services.

8. Limitations of Liability & Disclaimers

8.1 Karwan e Mehdi has no special relationship with or fiduciary duty to you for accessing and using our Platform, Content and Services. We have no control over, and no duty to take any action regarding:

8.1.1. Which Users gain access to our Platform;

8.1.2. What Content you access via our Platform;

8.1.3. What effects our Content may have on you;

8.1.4. How you may interpret or use our Content; and

8.1.5. What actions you may take as a result of having been exposed to the Content.

8.2 We do not warrant or make any representations regarding: (i) the acceptance of any request such as visas; (ii) the availability of any Travel Product through the Platform; (iii) the results that may be obtained from the use of the Platform. (iv) that you will receive the lowest available price for any service available through the Platform.

8.3 Orbit disclaims all liability arising out of or in connection with the errors or inaccuracies on our Platform, including without limitation errors in descriptions, pricing, booking availability, photographs, features, inclusions and exclusions, any viruses or other harmful components contained in email that we may send and Orbit reserves the right to correct any errors in booking availability and errors in pricing on our Platform at all times;

8.5 You also acknowledge and agree that if there is a dispute between you and any Travel Supplier or other third party, Karwan e Mehdi is under no obligation to become involved. Karwan e Mehdi disclaims all liability arising out of or in connection with any loss or damage you incur with any Travel Supplier or other third party.

8.6 In the event of non-performance of any Confirmed Booking, including from bankruptcy, rehabilitation, reorganization, insolvency, dissolution or liquidation of a Vendor and/or Travel Supplier, you agree that your only recourse will be against such Vendor and/or Travel Supplier and not against us.

8.7 If we are found liable for any loss or damage that arises out of or is in any way connected with your use of our Platform or Services, then the liabilities of the Karwan e Mehdi in the aggregate will not exceed the (a) the base fare of your purchased Travel Product as set out in the confirmation email.

8.8 You agree that the above limitations of liability reflect the allocation of risk between you and Karwan e Mehdi and that, in the event that any of the remedies set out in these Terms are in breach of applicable law, these limitations of liability will survive.

9. Cancellation Policy

9.1 Our Cancellation Policy applies only to confirmed bookings. To make a claim under this policy, you must provide your PNR or Booking ID, Cancellations must be requested online either via email or Orbit App.

- 9.2 Bookings and/or orders made using the credit line provided by the Aasan Ziyarat Service are final and non-refundable, and cannot be canceled under any circumstances.
- 9.3 If your confirmed booking cannot be honored by the travel suppliers or vendors, Orbit will seek alternative services of comparable quality and price. If no such alternatives are available, Orbit will refund the amount paid by you, deducting a 5% cancellation fee.
- 9.4 If you cancel a confirmed booking, a cancellation fee of 25% of the amount you have paid will apply.
- 9.5 Cancellations of "In-Process" bookings will incur a cancellation charge of 46.90% of the amount paid.
- 9.6 Refunds have a processing time of 30-40 Working Days, The amount will be credited to your orbit-pay wallet, which can be used to pay for next orders/bookings in the Orbit App.