

AGENCY AGREEMENT

Self-Declaration by Agent for Use of the DMCBAZAAR Platform

1. Nature of Platform and Role of DMCBAZAAR

DMCBAZAAR operates as a marketplace and technology aggregator that connects Indian travel agents with third-party Destination Management Companies ("DMCs") and service providers across the globe.

DMCBAZAAR does not own, operate, or control any travel services listed or offered through the platform.

All services booked via DMCBAZAAR are fulfilled by third-party providers, and the Agent understands and accepts this intermediary role.

2. Agent's Responsibilities

The Agent is solely responsible for selecting, reviewing, and confirming services from the available DMCs.

The Agent shall clearly communicate all inclusions, exclusions, terms, and conditions to their end customers.

The Agent must ensure that bookings are made only after due diligence and full understanding of the product.

3. Limitation of Liability

DMCBAZAAR shall not be liable for non-performance, quality issues, delays, or deficiencies in services provided by any third-party DMC.

DMCBAZAAR shall not be liable for any losses, damages, compensations, or legal claims resulting from issues arising out of service delivery.

The Agent agrees to directly resolve any disputes with the concerned DMC.

DMCBAZAAR's liability, if any, is limited only to the platform/technology facilitation fee it may have earned for the specific transaction.

4. TCS and PAN Compliance

The Agent understands and agrees that all applicable Tax Collected at Source (TCS) obligations under the Indian Income Tax Act are their sole responsibility.

The Agent must provide valid PAN details and ensure timely compliance and deposit of TCS wherever applicable.

DMCBAZAAR shall not be held liable for any penalties or notices due to non-submission or incorrect filing of tax information by the Agent.

5. Force Majeure

DMCBAZAAR shall not be liable for any failure or delay in performance due to force majeure events, including but not

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limited to natural calamities, acts of God, war, terrorism, government restrictions, strikes, epidemics, or any unforeseen events beyond its reasonable control.

6. Booking Amendments, Cancellations, and Refunds

All bookings are subject to the cancellation and amendment policies of the respective DMCs or suppliers.

DMCBAZAAR bears no responsibility for any penalties, delays, or denials of refunds imposed by third parties.

7. Marketplace Confidentiality

All pricing, commission structures, and supplier contacts visible on the platform are for Agent use only and must not be shared or redistributed.

Any attempt to bypass or contact listed DMCs directly, violating the marketplace model, will lead to immediate blacklisting.

8. Jurisdiction and Governing Law

This declaration and all transactions on the DMCBAZAAR platform shall be governed by the laws of India, and all disputes shall be subject to the exclusive jurisdiction of the courts in Mumbai.

By continuing to use the DMCBAZAAR platform, the Agent acknowledges, agrees, and accepts the above terms in full.