

BRAAP RIDES

MOTORCYCLE EXPEDITION TERMS & CONDITIONS, PARTICIPANT AGREEMENT AND LIABILITY WAIVER

1. IMPORTANT NOTICE

Motorcycling and adventure travel involve inherent and potentially serious risks, including but not limited to road accidents, collision, falls, mechanical failure, adverse weather, difficult terrain, wildlife, altitude, illness, dehydration, food- and water-borne illness, natural disasters, civil disturbance, theft, loss of property, serious bodily injury and death.

By booking, registering for, paying for, or participating in any motorcycle tour, expedition, ride, event or related activity organised, marketed, coordinated or operated by BRAAP Rides ("BRAAP", "we", "us", "our"), the participant ("Participant", "you", "your") acknowledges these risks and agrees to be bound by these Terms & Conditions.

Participation is voluntary and at the Participant's own risk, subject to applicable law.

These Terms are intended to establish the contractual relationship between BRAAP and the Participant, allocate risks fairly and lawfully, and protect BRAAP, its owners, directors, officers, employees, guides, ride leaders, representatives, contractors, subcontractors, affiliates, suppliers and service providers to the maximum extent permitted by applicable law.

2. DEFINITIONS

"Expedition" means any motorcycle tour, ride, trip, adventure, event, training ride, experience or related activity organised, sold, promoted or coordinated by BRAAP.

"Participant" means any person who pays full registration fees, registers for and participates in an Expedition, including any pillion passenger or non-riding passenger travelling as part of the Expedition.

"Operator" means the legal entity identified as "BRAAP"

"Third Party Service Providers" means all third-party providers of services including but not limited to hotels, motorcycle rental companies, transporters, mechanics, medical services providers, restaurants, airlines, guides, local operators, contractors, activity providers, insurance and such other suppliers as may be required to coordinate the Expedition.

"Tour Fee" means the amount due and payable by the Participant for the Expedition, and duly paid in accordance with the term and conditions contained herein (as further described in Section 20A (Tour Fee, Taxes and Currency)).

"Motorcycle" includes any motorcycle supplied, rented, leased, provided or otherwise made available to the Participant as applicable to each Expedition.

"Trip Leader" means a BRAAP employee, contractor, guide or other person appointed to coordinate an Expedition.

"Minor" means a person below the age of 18 years.

3. ACCEPTANCE OF TERMS

3.1 By submitting a booking request, making any payment, signing a booking form, electronically accepting these Terms, or participating in an Expedition, the Participant confirms that they have read, understood and accepted these Terms.

3.2 In the event that a booking is being made on behalf of another person, the person making the booking shall be deemed to confirm that they have the necessary and proper authority to accept these Terms on behalf of that person, and shall ensure that the 'Participant' separately signs all necessary documentation as may be necessary and conform with all the requirements for participating in the Expedition. The Operator shall not be responsible for any failure and/or neglect on the part of the expected Participant to satisfy all requirements under these terms and conditions, as well as the applicable laws.

3.3 These Terms and Conditions shall be read along with the specific itinerary, quotation, booking confirmation, invoice, payment schedule, cancellation policy and any written instructions issued pertaining to each Expedition scheduled by the Operator.

3.4 In the event of a conflict, the following order of precedence shall apply:

- Applicable mandatory law;
- Specific written terms expressly agreed by BRAAP for the scheduled Expedition;
- These Terms and Conditions;
- General promotional material, advertisements or social-media content.

4. NATURE OF BRAAP'S SERVICES

4.1 BRAAP operates and/or coordinates motorcycle tourism and adventure travel experiences.

4.2 Depending upon the scheduled Expedition, BRAAP may at its sole discretion provide services either directly or through Third Party Service Providers as the case maybe, with due notice to the Participants.

4.3 Services may include, without limitation:

- motorcycle rental;
- accommodation;
- meals;
- local transportation;
- luggage support;
- support vehicles;
- mechanical assistance;
- route planning;
- permits;
- guides;
- ride leaders;
- airport transfers;
- sightseeing;
- activities;
- emergency coordination; and
- other travel-related services.

4.4 Unless expressly stated in writing, BRAAP does not own, operate or control every third-party service provider used during an Expedition.

4.5 Third-party Service Providers shall be solely responsible for the services provided, subject to the extent of BRAAP's obligations under applicable law subject to the Terms and Conditions herein.

5. PARTICIPANT ELIGIBILITY

5.1 Participants must satisfy all age, licensing, medical, immigration and other eligibility requirements applicable to the scheduled Expedition.

5.2 Unless otherwise expressly approved in writing, all Participants must:

- be at least 18 years old;
- possess a valid passport;
- possess all required visas and immigration permissions;
- possess a valid motorcycle driving licence appropriate for the motorcycle being ridden;
- possess a valid International Driving Permit;
- satisfy the motorcycle rental provider's requirements as maybe applicable;
- be physically healthy and mentally fit to ride;
- Provide necessary medical certificates if requested;
- Will to undergo requisite medical tests as may be deemed necessary;
- Agree to wear suitable riding gears for the duration of the Expedition;
- Ensure strict compliance with local laws and norms;
- disclose all relevant medical or physical limitations that may materially affect safe participation; and
- comply with all applicable laws and regulations.

5.3 BRAAP may refuse participation if it reasonably believes that the Participant does not satisfy the above requirements, or such other reasons as may be notified in writing to the Participant. The decision of the Operator shall be final.

5A. MINORS

5A.1 No person under the age of 18 years may operate a Motorcycle on any BRAAP Expedition.

5A.2 BRAAP Expeditions are intended for, and BRAAP seeks to accept, Participants who are 18 years of age or older. BRAAP may nevertheless permit a Minor to join an Expedition, whether as a pillion passenger or otherwise, provided that BRAAP has given prior written approval for that specific Expedition and the following conditions are met:

- the Minor is accompanied throughout the Expedition by a parent or legal guardian who is also a Participant;
- the parent or legal guardian has given express written consent to the Minor's participation and has signed a separate parental/guardian consent and indemnity form in a format approved by BRAAP, in addition to these Terms;
- on any section of an Expedition which BRAAP identifies as a difficult, technical, remote or otherwise high-risk route, the Minor does not travel on a Motorcycle and instead travels in a separate support vehicle arranged or approved by BRAAP;
- the Minor does not, under any circumstances, operate a Motorcycle; and
- any additional conditions specified by BRAAP for that Expedition are met.

5A.3 BRAAP may refuse to accept a booking involving a Minor, or may remove a Minor from an Expedition, at its sole discretion where BRAAP considers this necessary for safety or legal compliance.

6. FOREIGN NATIONALS — IMMIGRATION AND TRAVEL DOCUMENTS

6.1 Participants of foreign origin shall be solely responsible for obtaining and maintaining all necessary and pertinent documents required for entry into, travel within and departure from India and for the duration of the Expedition. Such documents shall be obtained and maintained by the Participant at his sole risk and kept at all times in his possession. The Operator shall not under any circumstances be held liable for loss or lack of any of the necessary documentation. The Operator may provide a non-exhaustive list of documents that may be necessary to obtain and carry for the Expedition.

6.2 These may include but not limited to:

- valid passport;
- appropriate Indian visa;
- International Driving Permit;
- valid motorcycle licence;
- travel insurance;
- medical insurance;
- permits;
- immigration documentation;
- any documents required for travel to Restricted/Protected Areas; and
- any other legally required document.

6.3 BRAAP may provide general guidance regarding visas, permits and documentation, but such guidance shall not constitute legal or immigration advice, you are requested to contact the relevant authorities for further information.

6.4 BRAAP does not guarantee the issuance of any visa, permit, immigration clearance or governmental approval.

6.5 If a Participant is refused entry into India, denied a visa, denied a permit, or otherwise prevented from legally participating, the consequences shall be governed by the applicable cancellation terms and applicable law.

6.6 The Participant is responsible for ensuring that their documentation is accurate, valid and genuine.

6.7 The Participant must immediately notify BRAAP of any immigration, legal or documentation issue that may affect participation.

7. DRIVING LICENCE AND LEGAL AUTHORISATION

7.1 No Participant may ride a motorcycle during an Expedition unless legally authorised to do so.

7.2 A Participant must hold a valid motorcycle licence permitting them to operate the relevant category of motorcycle in India.

7.3 Where required, the Participant must carry a valid International Driving Permit issued by the competent authority of the Participant's home country together with the underlying domestic driving licence.

7.4 BRAAP may verify documents before or during an Expedition.

7.5 BRAAP may immediately prohibit a Participant from riding if the Participant cannot establish that they are legally authorised to operate the motorcycle.

7.6 Any fines, penalties, impoundment, legal expenses or other consequences arising from a Participant's failure to possess the required documents or violation of the Motor Vehicles Rule as applicable during the course of the Expedition shall be the Participant's sole responsibility, except to the extent such violations may be caused by BRAAP's own unlawful conduct or omission.

8. MOTORCYCLE RENTAL AND USE

8.1 Where motorcycles are supplied by BRAAP or a third party, the Participant agrees to comply with all applicable rental agreements.

8.2 The Participant shall:

- comply with the terms and conditions of the rental service provider;
- operate the motorcycle responsibly;
- follow applicable traffic laws;
- wear required protective equipment;
- not operate the motorcycle while impaired;
- not permit unauthorised persons to ride it;
- not use the motorcycle for racing or reckless riding;
- not modify the motorcycle without permission;
- promptly report mechanical problems;
- use reasonable care to prevent damage; and
- return the motorcycle in accordance with the applicable rental terms.

8.3 The Participant may be financially responsible for damage caused by misuse, negligence, prohibited use, unauthorised modifications, reckless conduct or violation of the rental agreement, subject to the applicable rental contract and law.

8A. PILLION PASSENGERS AND GROUP RIDING

8A.1 A Pillion (co-rider) passenger is permitted per motorcycle on an Expedition with the express written consent of BRAAP for the scheduled Expedition, and are subject to any additional conditions BRAAP specifies (including helmet, equipment and age requirements).

8A.2 A pillion passenger is a Participant for all purposes of these Terms, including the assumption of risk in Section 9, the indemnity in Section 25 and the limitation of liability in Section 26, and must separately complete and sign the Participant Declaration and Participant Details as provided for in Sections 43–44 prior to the commencement of the Expedition.

8A.3 Participants travelling in a support vehicle rather than on a Motorcycle remain subject to these Terms to the extent applicable to their mode of travel.

8A.4 Participants must ride within the group formation, pacing and spacing instructed by the Trip Leader, and must not overtake the Trip Leader or lead rider except where instructed or where necessary for immediate safety.

8A.5 A Participant who becomes separated from the group shall immediately notify the Team Leader regarding the same and shall follow the separation and regrouping procedure communicated by the Trip Leader before the commencement of the Expedition, and the Participant shall under any circumstance attempt to navigate independently to a different location without prior notice and explicit consent of the Trip Leader where reasonably possible.

9. ASSUMPTION OF RISK

9.1 The Participant understands that motorcycle touring is inherently risky.

9.2 Risks include, without limitation:

- collision with vehicles
- collision with pedestrians or animals
- falls
- loss of control
- road defects
- landslides
- falling rocks
- flooding
- adverse weather
- snow and ice
- poor visibility
- dust
- extreme heat or cold
- altitude-related conditions
- remote locations
- mechanical or electrical failure
- tyre failure
- theft
- civil disturbance
- terrorism
- natural disasters
- illness
- food poisoning
- water contamination
- delayed emergency assistance
- medical treatment
- evacuation
- permanent disability
- and death.

9.3 The Participant voluntarily accepts these inherent risks.

9.4 The Participant expressly understands and agrees that safety instructions and support arrangements can only mitigate risk and cannot completely eliminate these risks.

9.5 The Participant accepts responsibility for decisions made by them during the Expedition, including decisions concerning speed, overtaking, weather, terrain, fatigue and whether to continue riding.

10. RIDING CONDUCT

10.1 Participants must obey:

- Indian law;
- traffic regulations;
- instructions of lawful authorities;
- BRAAP safety instructions;
- Trip Leader instructions; and
- applicable motorcycle rental requirements.

10.2 Participants must ride within their own skill level.

10.3 Participants must not:

- intentionally break laws;
- race;
- perform stunts;
- ride aggressively;
- ride under the influence of alcohol or drugs;
- ride while excessively fatigued;
- carry unauthorised passengers;
- engage in any form of illegal activities;
- carry illegal goods or substances;
- intentionally disregard safety instructions; or
- engage in conduct that creates unreasonable risk to themselves or others.

10.4 BRAAP may remove a Participant from riding activities if reasonably necessary for safety of the riding group or legal compliance.

11. HELMETS AND PROTECTIVE EQUIPMENT

11.1 Participants must wear appropriate protective equipment as required by law and additionally recommended by BRAAP's safety policies.

11.2 BRAAP strongly recommends, and may insist on depending on the Expedition and anticipates requirements:

- ISI certified helmet;
- riding jacket;
- riding trousers;
- gloves;
- ankle-protective boots;
- eye protection;
- armour;
- rain protection; and
- other appropriate equipment.

11.3 Failure to use required protective equipment may result in suspension from participation.

11.4 BRAAP will make recommendation of the minimum expected gear and quality of gear to be worn by the Participant for each scheduled Expedition.

12. MEDICAL FITNESS

12.1 Participation requires a level of physical and mental fitness appropriate to the Expedition. The Participant shall make full disclosure of any and all condition(s) that may prevent or limit the Participant's ability to participate in the Expedition.

12.2 Expeditions may involve:

- high altitude;
- long riding days;
- extreme temperatures;
- remote terrain;
- limited medical facilities;
- significant physical exertion.

12.3 The Participant is responsible for obtaining medical advice regarding their fitness to participate.

12.4 The Participant shall disclose any condition that they reasonably believe could create a material safety risk to themselves, the group or the Expedition.

12.5 BRAAP may at its sole discretion require medical clearance for an Expedition where reasonably appropriate.

12.6 BRAAP is not responsible for undisclosed medical conditions or consequences arising from a Participant's failure to follow medical advice,.

13. ALCOHOL, DRUGS AND IMPAIRMENT

13.1 A Participant must never ride a motorcycle while under the influence of alcohol, narcotics, intoxicating substances or medication that materially impairs their ability to ride safely.

13.2 BRAAP may at its sole discretion prohibit a Participant from participating in the Expedition or the remainder of the Expedition in any activity in the course of the Expedition if a Participant appears impaired.

13.3 Illegal substances and drugs are strictly prohibited, and a Participant found to be in possession of the such substances or drugs shall be terminated from the Expedition forthwith.

13.4 No refund shall be payable where participation is terminated due to prohibited conduct or found to be in possession of illegal substance or drugs.

14. SAFETY AND TRIP LEADER AUTHORITY

14.1 BRAAP may at its sole discretion alter routes, schedules, accommodation, riding plans or activities where reasonably necessary for safety, weather, road conditions, government restrictions, mechanical issues or operational requirements to suitable and similar standards as may be reasonably possible.

14.2 The Trip Leader may instruct any Participant to stop riding, change route, remain with the group, seek medical attention or leave an activity, and such direction shall be final.

14.3 Participants must strictly comply with all safety instructions issued by the Operator or relevant authority or as may be applicable during the course of the Expedition.

14.4 A Trip Leader's directions are intended to facilitate maximum safe operation and the Participants agree and understand that that does not guarantee the safety of any Participant.

15. ITINERARY CHANGES

15.1 Published itineraries are indicative and subject to change, all such changes shall be notified to the Participants and every endeavour shall be taken to provide suitable and as far as reasonably possible similar itine.

15.2 BRAAP reserves the right to modify an itinerary because of:

- weather
- road closures
- government restrictions
- permits
- natural disasters
- political unrest
- strikes
- mechanical issues
- medical emergencies
- accommodation availability
- force majeure
- safety considerations
- or other circumstances beyond BRAAP's reasonable control.

15.3 BRAAP will make reasonable efforts to provide comparable alternatives where commercially and operationally practicable.

16. ACCOMMODATION AND THIRD-PARTY SERVICES

16.1 Accommodation and other services may be provided by independent third parties.

16.2 BRAAP does not guarantee that third-party services will be uninterrupted or entirely free from defects.

16.3 Hotel standards, room configurations, facilities and amenities may differ from those familiar to Participants in their home countries.

16.4 Participants must comply with the rules of hotels and other Service Providers.

17. INSURANCE

17.1 Travel insurance is mandatory unless BRAAP expressly states otherwise in writing.

17.2 The Participant must obtain insurance for the Expedition.

17.3 The policy should at a minimum, cover the following aspect or to the nearest possible configuration, obtaining necessary insurance shall be the sole responsibility of the Participant:

- motorcycle riding;
- medical expenses;
- hospitalisation;
- emergency evacuation;
- repatriation;
- accidental death;
- permanent disability;
- personal belongings;

- trip cancellation;
- trip interruption; and
- other reasonably foreseeable risks.

17.4 The Participant is responsible for verifying that their policy specifically covers motorcycle riding in India and the engine capacity/category of motorcycle being used.

17.5 Proof of insurance must be produced for participation in the expedition.

17.6 BRAAP shall not under any circumstance be responsible for any insurance claims raised by the Participant. All reasonable assistance shall be provided in the form of furnishing such information and documents as may be available with BRAAP for the purpose of making or pursuing such claim.

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17.7 Any uninsured medical emergency, evacuation, repatriation, cancellation, property or other expense shall be the Participant's responsibility except to the extent caused by liability legally attributable to BRAAP.

18. MEDICAL EMERGENCIES

18.1 In an emergency, the Participant authorises BRAAP and its representatives to take reasonable steps to arrange emergency assistance.

18.2 This may include:

- contacting emergency services;
- arranging transportation;
- arranging medical consultation;
- arranging hospital admission;
- arranging evacuation;
- contacting the Participant's emergency contact; and
- communicating with the Participant's insurer.

18.3 The Participant remains responsible for medical, hospital, ambulance, evacuation and repatriation expenses unless otherwise covered by insurance or legally payable by another party.

18.4 BRAAP does not guarantee the availability, quality, speed or outcome of emergency medical services.

19. PERSONAL BELONGINGS

19.1 Participants are responsible for their own passports, money, electronics, luggage, cameras, riding equipment and other personal property.

19.2 BRAAP shall not be responsible for loss, theft or damage to personal property except to the extent liability arises from BRAAP's own legally actionable conduct.

20. PAYMENT AND BOOKING

20.1 A booking shall become confirmed only after full payment has been received and BRAAP has issued confirmation of receipt of such payment. The prices quoted are final and non-negotiable.

20.2 Prices, deposits, balances and payment deadlines will be specified in the relevant booking confirmation.

20.3 Failure to make payment by the required deadline may result in cancellation. Refund, if any, shall be subject to the criteria set out in Clause 21.

20.4 Bank charges, currency conversion charges, payment gateway charges and other transaction costs may be borne by the Participant.

20.5 The Participant shall ensure that the account details are correct and verified prior to any payments, BRAAP shall not be held responsible for any transfer errors of the Participant.

20.6 The Participant shall communicate only via the designated email, phone or such other mode as may be prescribed by BRAAP.

20A. TOUR FEE, TAXES AND CURRENCY

20A.1 Unless otherwise stated in the booking confirmation, the Tour Fee is quoted in United States Dollars (USD) and is ~~{exclusive / inclusive}~~ of applicable Goods and Services Tax (GST) and any other applicable taxes, which shall be charged in addition where applicable. BRAAP accepts payment of the Tour Fee in United States Dollars (USD). As an alternative, BRAAP offers the Participant the option of paying the equivalent amount in Indian Rupees (INR), converted at the exchange rate applied by BRAAP as at the date of the invoice. Any bank charges, foreign exchange conversion costs, card or payment gateway fees arising from the Participant's choice of currency shall be borne solely by the Participant.

20A.2 BRAAP will issue a tax invoice for the Tour Fee and any other amounts paid, in accordance with applicable GST law.

20A.3 Refunds, where due under Section 21 or Section 22, will be made to the original payment source or such other method as BRAAP and the Participant agree, within 5 to 7 business days from the date of request for refund of payment is made by the Participant subject to any delay on the part of the banks for processing of the refund, all refunds shall be calculated subject to such irreversible deduction as may be applicable for any third party services associated with each scheduled Expedition and applicable bank charges /gateway charges.

21. CANCELLATION BY PARTICIPANT

Cancellation charges shall be stated in the specific booking confirmation.

Unless otherwise expressly agreed, BRAAP may apply the following framework:

BRAAP CANCELLATION POLICY

Booking and payment. A booking advance of USD 500 is payable at the time of booking. The balance of the Tour Fee is payable within 3 to 7 days of the booking being confirmed.

Cancellation shortly after booking.

Timing of cancellation	Refund payable to the Participant
Within 3 days of the booking date	Full refund of the booking advance
From 3 days up to 10 days after the booking date	USD 300 cancellation fee; balance refunded

Cancellation before the Expedition start date.

Timing before the Expedition start date	Refund payable to the Participant
More than 60 days before the Expedition start date	{TO BE CONFIRMED — no rate specified}
45 to 60 days before the Expedition start date	75% of the Tour Fee refunded
30 to fewer than 45 days before the Expedition start	50% of the Tour Fee refunded

date	
Fewer than 30 days before the Expedition start date	No refund
No-show	No refund

All refunds are calculated on amounts actually received by BRAAP and are subject to the deductions and timelines set out in Section 20A.3.

~~Any non-refundable amounts paid to third-party suppliers may be deducted from any refund, subject to applicable law and the specific booking terms.~~

22. CANCELLATION BY BRAAP

22.1 BRAAP shall cancel an Expedition only where cancellation is necessitated by an unpredictable event or circumstance beyond BRAAP's reasonable control, including war, armed conflict, civil unrest, terrorism, natural disaster, epidemic or pandemic, government or regulatory restrictions, or the closure of roads or borders, which materially affects the safety or viability of the Expedition.

22.2 Where BRAAP cancels an Expedition for reasons within its reasonable control, BRAAP shall provide the remedy (refund) required under the applicable booking terms and applicable law.

22.3 Where cancellation results from force majeure or circumstances outside BRAAP's reasonable control, BRAAP's obligations shall be determined by applicable law and the specific booking terms.

22.4 BRAAP shall be responsible for the cost of Expedition only all ancillary costs incurred by the Participant shall be solely borne by the Participant.

23. FORCE MAJEURE

Neither BRAAP nor the Participant shall be liable for failure or delay caused by circumstances beyond reasonable control, including but not limited to:

- natural disasters
- earthquakes
- floods
- landslides
- extreme weather
- pandemics
- epidemics
- war
- terrorism
- civil unrest
- governmental restrictions
- border closures
- strikes
- road closures
- major accidents
- infrastructure failure
- airline disruption
- telecommunications failure

- political events
- or other unforeseeable circumstances beyond reasonable control.

BRAAP will use reasonable efforts to mitigate the consequences.

23A. HEALTH EMERGENCIES AND TRAVEL RESTRICTIONS

23A.1 Where a pandemic, epidemic or other public-health emergency, or a related governmental restriction, prevents or materially disrupts an Expedition, this shall be treated as a force majeure event under Section 23.

23A.2 In such circumstances, BRAAP will, where reasonably practicable, offer the Participant one or more of the following, at BRAAP's discretion and subject to third-party supplier terms: rescheduling to an alternative date; a credit note valid for a stated period; or a refund net of non-recoverable third-party costs.

23A.3 A Participant who is unable to travel because of a personal positive test result, quarantine requirement or personal travel restriction remains subject to the ordinary cancellation terms in Section 21, unless BRAAP agrees otherwise in writing.

24. PARTICIPANT'S RESPONSIBILITY FOR FINES AND LOSSES

The Participant shall be responsible for costs arising from their own unlawful or prohibited conduct, including but not limited to, where applicable:

- traffic fines
- parking fines
- speeding penalties
- legal penalties
- damage caused by reckless riding
- damage caused by intoxication
- damage caused by unauthorised use
- loss of motorcycle keys
- loss of documents caused by the Participant
- damage to accommodation
- and other costs directly caused by the Participant's breach of these Terms.

25. INDEMNIFICATION

To the maximum extent permitted by law, the Participant hereby agrees to indemnify and hold harmless BRAAP, the Operator, its directors, officers, employees, guides, Trip Leaders, contractors, affiliates and representatives against third-party claims, losses, damages, costs and reasonable expenses arising from:

- (a) the Participant's unlawful conduct;
- (b) the Participant's negligent or reckless conduct;
- (c) the Participant's breach of these Terms;
- (d) the Participant's violation of traffic laws;
- (e) unauthorised use of a motorcycle;
- (f) damage caused by the Participant to third-party property;
- (g) false or materially incomplete information supplied by the Participant; or

- (h) claims arising from conduct for which the Participant is legally responsible.

This indemnity shall not apply to the extent that the relevant loss was caused by the proven negligence, wilful misconduct or other legally attributable wrongdoing of the indemnified party.

26. LIMITATION OF LIABILITY

26.1 To the maximum extent permitted by law, BRAAP shall not be liable for indirect, incidental, special, exemplary or consequential loss, including loss of enjoyment, loss of opportunity, loss of income or business interruption.

26.2 Subject to applicable mandatory law and to Section 26.3A, BRAAP's aggregate liability arising from an Expedition shall not exceed the total Tour Fee actually paid by the affected Participant for that Expedition.

26.3 Nothing in these Terms shall exclude or restrict liability that cannot lawfully be excluded or restricted under applicable law.

26.3A For the avoidance of doubt, this Section 26 does not limit or exclude BRAAP's liability for death or personal injury caused by BRAAP's own proven negligence, gross negligence or wilful default, to the extent such liability cannot lawfully be limited or excluded under Indian law.

26.4 Nothing in these Terms shall be interpreted as excluding liability for fraud, deliberate misconduct or other liability that Indian law prohibits a party from contracting out of.

26.5 Where a loss is caused partly by BRAAP and partly by the Participant or another person, liability shall be allocated in accordance with applicable law.

27. THIRD-PARTY SERVICE PROVIDERS

27.1 BRAAP may use independent contractors and Service Providers.

27.2 To the maximum extent permitted by law, BRAAP shall not be responsible for independent acts or omissions of third parties that are outside BRAAP's reasonable control.

27.3 Nothing in this clause removes any liability that applicable law imposes directly upon BRAAP for its own acts or omissions.

28. PARTICIPANT CONDUCT AND TERMINATION

BRAAP may terminate or suspend a Participant's participation where the Participant:

- violates these Terms
- behaves dangerously
- threatens another Participant
- abuses staff or Service Providers
- rides recklessly
- rides while impaired
- possesses illegal substances
- repeatedly refuses safety instructions
- falsifies documents
- creates a material safety risk
- or engages in unlawful conduct.

Where reasonably practicable, BRAAP will provide an opportunity to correct the conduct. However, immediate removal may occur where safety requires it.

29. NO GUARANTEE OF PARTICULAR EXPERIENCE

BRAAP does not guarantee:

- particular weather
- particular wildlife sightings
- uninterrupted road access
- specific accommodation rooms
- specific motorcycle models unless expressly guaranteed
- specific traffic conditions
- absence of delays
- absence of mechanical problems
- uninterrupted telecommunications
- uninterrupted internet access
- or any particular subjective travel experience.

30. PHOTOGRAPHY, VIDEO AND MEDIA

30.1 Participants acknowledge that BRAAP may photograph or record Expeditions for legitimate marketing, documentary and promotional purposes and provide consensus for such photography, videography and posting the same on various social media platforms.

30.2 By participating, the Participant grants BRAAP a non-exclusive, worldwide, royalty-free licence to use photographs and video recordings in which the Participant appears, for legitimate BRAAP marketing and promotional purposes, subject to applicable privacy law.

30.3 Participants who do not wish to appear in promotional material should notify BRAAP in advance and in writing of the Participant's wishes and the same shall be accommodated as much as is reasonably possible prior to the commencement of the Expedition.

30.4 Nothing in this clause permits BRAAP to falsely imply endorsement of a product or service by the Participant.

31. PERSONAL DATA AND PRIVACY

31.1 BRAAP may collect personal information reasonably necessary to provide the Expedition.

31.2 Such information may include but not limited to:

- name;
- passport information;
- nationality;
- contact information;
- emergency contact;
- driving licence information;
- insurance information;
- dietary requirements;

- relevant medical information voluntarily provided for safety purposes; and
- travel information.

31.3 BRAAP may share necessary information with Service Providers, insurers, government authorities, immigration authorities, medical providers and emergency services where reasonably necessary to provide the Expedition or comply with law.

31.4 BRAAP shall process personal information in accordance with applicable privacy and data-protection laws, including the Digital Personal Data Protection Act, 2023, and its applicable Privacy Policy.

32. EMERGENCY CONTACT

Each Participant must provide an emergency contact before commencing an Expedition.

BRAAP may contact that person where reasonably necessary due to an accident, illness, disappearance, emergency or other serious incident.

33. GOVERNMENT AUTHORITIES AND LAW ENFORCEMENT

Participants must comply with lawful directions issued by:

- police;
- immigration authorities;
- transport authorities;
- forest authorities;
- military authorities;
- border authorities;
- local administration; and
- other competent governmental authorities.

BRAAP may provide reasonable assistance but cannot guarantee any governmental outcome.

34. PROTECTED, RESTRICTED AND SENSITIVE AREAS

34.1 Certain destinations may require special permits (including Inner Line Permits and Protected Area Permits/Restricted Area Permits) or may be subject to restrictions, particularly in border and high-security regions.

34.2 BRAAP will make reasonable efforts to identify and arrange permits that BRAAP has expressly undertaken in writing to arrange, but does not guarantee that any permit application will be approved or approved in time for the Expedition.

34.3 Where a required permit is refused, delayed or revoked by the relevant authority for reasons outside BRAAP's reasonable control, this shall be treated as a force majeure event under Section 23, and BRAAP's obligations shall be as set out in Sections 22 and 23.

34.4 Participants must not independently enter restricted areas or violate permit conditions, and any consequence of doing so is the Participant's sole responsibility.

35. MOTORCYCLE DAMAGE AND SECURITY DEPOSIT

Where a motorcycle is provided on a rental basis, the Participant may be required to pay a security deposit.

The deposit may be used toward amounts properly payable under the relevant motorcycle rental agreement, subject to applicable law.

The Participant will receive the applicable motorcycle-specific terms before or at the time of rental.

36. COMPLAINTS

Participants should raise operational complaints with the Trip Leader as soon as reasonably possible so that BRAAP has an opportunity to resolve the issue during the Expedition.

Formal complaints should be submitted to: braapventures@gmail.com^[EMAIL]

BRAAP will review complaints reasonably and in good faith.

37. DISPUTE RESOLUTION

37.1 The parties shall first attempt to resolve disputes through good-faith discussion.

37.2 If a dispute is not resolved amicably within 30 days of one party notifying the other in writing of the dispute, it shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996.

38. GOVERNING LAW

These Terms shall be governed by the laws of India. The Courts in Bangalore, Karnataka shall have exclusive jurisdiction.

39. SEVERABILITY

If any provision of these Terms is found to be invalid, illegal or unenforceable, that provision shall be modified or severed to the minimum extent necessary, and the remaining provisions shall continue in effect.

40. NO WAIVER

Failure by BRAAP to enforce any provision of these Terms shall not constitute a waiver of that provision or BRAAP's right to enforce it later.

41. ENTIRE AGREEMENT

These Terms, together with the applicable booking confirmation, invoice, itinerary, rental agreement, safety rules and other expressly incorporated documents constitute the agreement between BRAAP and the Participant regarding the relevant Expedition.

42. AMENDMENTS

BRAAP may update these Terms from time to time.

The version applicable to a Participant shall ordinarily be the version accepted at the time of booking, unless an amendment is required by law or is otherwise agreed with the Participant.

42A. NOTICES

42A.1 Notices to BRAAP must be sent to braapventures@gmail.com{OFFICIAL EMAIL} or the registered office address stated at the start of these Terms. Notices to the Participant will be sent to the email address or contact details provided at the time of booking.

42A.2 A notice sent by email is deemed received on the date it is sent, unless the sender receives an automated delivery-failure notification.

42B. ASSIGNMENT

42B.1 The Participant may not assign or transfer the right of participation to any third party, unless without BRAAP's prior written consent.

42B.2 BRAAP may assign or transfer these Terms, in whole or in part, to an affiliate or successor entity in connection with a merger, acquisition, corporate restructuring or sale of assets, provided that the assignee agrees to be bound by these Terms.

42C. LANGUAGE

These Terms are drafted in English. Where these Terms are translated into any other language for convenience, the English-language version shall prevail in the event of any conflict or inconsistency.

43. PARTICIPANT DECLARATION

By signing or electronically accepting these Terms, I confirm that:

- 1. I have read and understood these Terms.
- 2. I understand that motorcycle touring involves inherent risks.
- 3. I voluntarily choose to participate.
- 4. I possess the required motorcycle licence and driving authorisation.
- 5. I will comply with Indian law.
- 6. I will follow BRAAP safety instructions.
- 7. I will not ride while impaired by alcohol, drugs or medication.
- 8. I will maintain appropriate travel and motorcycle insurance.
- 9. I am responsible for ensuring that my passport, visa and other travel documents are valid.
- 10. I have disclosed material information reasonably necessary for safe participation.
- 11. I understand that emergency evacuation and medical treatment may be expensive.
- 12. I understand that BRAAP cannot guarantee my safety or eliminate all risks associated with motorcycle travel.
- 13. I agree to the liability, indemnification, cancellation and dispute-resolution provisions contained in these Terms, subject to applicable law.
- 14. I understand that these Terms do not remove any rights or protections that cannot legally be waived.
- 15. Where I am booking for, or am the parent/guardian of, a Minor participating under Section 5A, I have separately completed BRAAP's parental/guardian consent and indemnity form for that Minor.

44. PARTICIPANT DETAILS

Full Name: _____

Nationality: _____

Passport Number: _____

Date of Birth: _____

Motorcycle Licence Number: _____

International Driving Permit Number: _____

Insurance Provider: _____

Insurance Policy Number: _____

Emergency Contact Name: _____

Emergency Contact Number: _____

Emergency Contact Email: _____

Participant Signature: _____

Date: _____

45. BRAAP REPRESENTATIVE

Name: _____

Designation: _____

Signature: _____

Date: _____

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