

Terms of Use

These terms and conditions of use (“**Terms of Use**”) of the Website (*as defined below*) between Delhi International Airport Limited (“**DIAL**”) and the users of the Website (“You or “Your” or “Yourself” or “User “) describe the terms on which DIAL offers You the access to the Website and facility of the Application Submission (*as defined below*) through the Website.

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE OR ACCESSING ANY MATERIAL, INFORMATION OR APPLICATION SUBMISSION THROUGH THE WEBSITE OR MAKING PAYMENT FOR THE SAME. BY USING THE WEBSITE OR ACCESSING ANY PART OF IT TO ENABLE YOU TO SUBMIT YOUR APPLICATION THROUGH THE WEBSITE FOR CONDUCTING THE RTPCR TEST, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IN CASE THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE TO YOU, THEN DO NOT ACCESS OR USE THE WEBSITE OR SUBMIT ANY INFORMATION OR APPLICATION FOR CONDUCTING THE RTPCR TEST THROUGH THE WEBSITE OR MAKE ANY PAYMENT THEREOF. DIAL IS ONLY PROVIDING THE FACILITY OF THE APPLICATION SERVICE ON THE OPTION OF THE USER. YOUR USE OF THE WEBSITE AND APPLICATION SUBMISSION ON THE WEBSITE WOULD BE DEEMED TO BE YOUR AGREEMENT WITH THE TERMS OF USE.

1. General

- a. <https://www.newdelhairport.in/> (“Website “) is owned and operated by DIAL. Use of the Website is offered to You, conditioned on acceptance of all the terms, conditions and notices contained in these Terms of Use, along with any amendments made by DIAL at its sole discretion and posted on the Website.
- b. DIAL may at any time or from time to time change these Terms of Use in whole or in part. DIAL shall not be required to notify You, of any changes made to the Terms of Use. The revised Terms of Use shall be made available on the Website. Your use of the Website is subject to the most current version of the Terms of Use made available on the Website at the time of such use. You are requested to regularly visit the home page <https://www.newdelhairport.in/> and related page to view the most current Terms of Use. You can determine when DIAL last modified the Terms of Use by referring to the “Last Updated” legend. It shall be Your responsibility to check these Terms of Use periodically for changes. DIAL may require You to provide Your consent to the updated Terms of Use in a specified manner prior to any further use of the Website. If no such separate consent is sought, Your continued use of the Website, following changes to the Terms of Use, will constitute Your acceptance of those changes.

By (i) using/accessing the Website in any way; or (ii) merely browsing the Website, You agree that You have read, understood and agreed to be bound by these Terms of Use and the Website’s Privacy Policy available on the Website

2. Application Submission

- a. Genestrings Diagnostic Centre Pvt. Ltd . having its office at KF-9, Kavi Nagar, Ghaziabad, UP - 201002 (“Genestrings”) is an accredited laboratory for conducting the “Covid-19 Real Time Reverse Transcription Polymerase Chain Reaction” (“RTPCR”) Test. Premium Port Lounge Management Company Pvt. Ltd., having its office at Room No. 316, 3rd Floor, G5 Building, Opp. Terminal 1C Arrivals, Indira Gandhi International Airport, New Delhi 110037 (“**Premium Plaza**”) has associated itself with Genestrings for setting up the Laboratory at

Indira Gandhi International Airport (“Delhi Airport”) India at (“COVID 19 Lab”) for conducting the RTPCR Test for the benefit of the passengers arriving at Delhi Airport. Passenger can book an appointment in advance & avoid waiting & main social distancing.

- b. DIAL is providing an option to the Passenger arriving at Delhi Airport to pre book for conducting the RTPCR Test at the Delhi Airport at the COVID 19 Lab by submitting the application on the Website from any location before arriving at Delhi Airport and payment of fee for the same. (“Application Submission”). The booking appointment number will be generated after passenger details submission, which may be used by the passenger for any modification in the appointment timings. Such booking appointment number along with the passenger’s information will be shared for conducting the RTPCR Test with Genestrings for conducting the RTPCR Test. DIAL will not be doing any other activity but will only facilitate the Application Submission.
- c. For the purpose of Application Submission, You will have to pay the required fee for conducting the RTPCR test. The payment gateway facility is being managed and maintained by Razorpay Software Private Limited having office at M-6, Startup Oasis, Software Building, Ricco Industrial Area, EPIP, Sitapura, Jaipur, Rajasthan 302022 (hereinafter referred to as the “**Payment Gateway Partner**”). You agree and undertake to take any dispute/issues related to any payment directly with the Payment Gateway Partner and DIAL shall never be made liable or responsible for the same.

3. E platform for Application Submission

You agree, understand and acknowledge that the Website is an online platform that enables You and provides You the option at your discretion for Application Submission, prior to Your arrival at Delhi Airport. You further agree that DIAL is only a facilitator and is not and cannot be a party to or control in any manner to any services to be availed by You for RTPCR Test at the Delhi Airport either from Premium Plaza or Genestrings or Payment Gateway Partner. Accordingly, the contract for services provided by Premium Plaza or Genestrings shall be strictly bipartite agreement between You and Premium Plaza and/or Genestrings and/or Payment Gateway Partner.

4. Eligibility to Use

- a. By using the Website and/or by Application Submission, You represent and warrant that You have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein. You also represent and warrant to DIAL that You will use Website and do the Application Submission in a manner consistent with any and all applicable laws and regulations. In case you wish to submit the information for the Application Submission of Your minor son/daughter/any other dependent (“Dependents”) then you hereby represent and warrant and undertake that You are legally competent to share the information and do the Application Submission for the Dependents and can legally provide the information required for the Application Submission. Documents related to age verification, medical documents pertaining to mental unsoundness, proof of guardianship, parental consent, or document establishing the legal capacity of the person providing the consent on behalf of such Dependent have been obtained and the same shall be attached with the application, if asked, for the Application Submission.

- b. The Application Submission activity is non-transferable i.e. only the person whose name and details are provided, can request for the RTCPR Test at COVID 19 Lab at the Delhi Airport.
- c. You are advised to go through the list of instructions/guidelines that is provided by Genestrings or by DGCA/MoHFWA and other Indian regulatory authority, detailing the dos and don'ts before taking the RTCPR Test.
- d. DIAL reserves the right to refuse access to use the Website or do the Application Submission offered at the Website to Users or to terminate access granted to existing Users at any time without according any reasons for doing so.

5. Access to Website

DIAL will do its utmost to ensure that the availability of the Website will be uninterrupted and that transmission will be error free. However due to the nature of the internet this cannot be guaranteed. Also, Your access to the Website may also be occasionally suspended or restricted to allow for repairs, maintenance or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of such suspension or restriction.

6. User Obligations

- a. Subject to compliance with the Terms of Use, DIAL grants You a non-exclusive, limited privilege to access and use this Website and avail the Application Submission facility provided therein.
- b. You agree and acknowledge that DIAL is not the provider of any services of conducting the RTCPR test or any lounge services or payment gateway and DIAL shall in no manner be deemed to be the provider of these services in any manner whatsoever. DIAL is only facilitating for the Application Submission for You at Your option and desire.
- c. You agree to do the Application Submission, access the Website and the materials provided therein only for purposes that are permitted by: (a) the Terms of Use; and (b) any applicable law, regulation or generally accepted practices or guidelines of the Indian Government.
- d. You agree to adhere to all limitations on dissemination, use and reproduction of any materials (such as the product catalogues) that You access on the Website in accordance with Terms of Use.
- e. You agree that You are solely responsible to DIAL and to any third party for any breach of Your obligations under the Terms of Use and for the consequences (including any loss or damage which DIAL or its affiliates or its vendors may suffer) for any such breach.
- f. You agree that DIAL may, at any time, modify or discontinue all or part of the Website, charge, modify the Website, Application Submission page an contents therein.

7. Usage Conduct

- a. You shall solely be responsible for maintaining the necessary computer equipments and internet connections that may be required for Application Submission and to access and use the Website.
- b. You are also under an obligation to use this Website for reasonable and lawful purposes only, and shall not indulge in any activity that is not envisaged through the Website.

- c. DIAL shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of any service by Genestrings and/or Premium Plaza and/or Or Payment Gateway Partner.

8. Violation of the Terms of Use

- a. You agree that DIAL may, in its sole discretion and without prior notice, terminate Your access to the Website and block Your future access to the Website, if DIAL determines that You have violated these Terms of Use or Additional Terms. You also agree that any violation by You of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to DIAL, for which monetary damages would be inadequate, and You consent to DIAL obtaining any injunctive or equitable relief that DIAL deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies DIAL may have at law or in equity.
- b. You agree that DIAL may, in its sole discretion, and without prior notice, terminate Your access to the Website, for cause, which includes (but is not limited to): (1) requests by law enforcement or other government agencies; (2) a request by You (self-initiated account deletions); (3) discontinuance or material modification of the Website or any facility offered of Application Submission on or through the Website; or (4) unexpected technical issues or problems.
- c. If DIAL does take any legal action against You as a result of Your violation of these Terms of Use, DIAL will be entitled to recover from You, and You agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to DIAL.

9. Disclaimer

- a. You acknowledge and undertake that your Application Submission at the Website and Your access to the Website will always be at your own risk and You are using your best and prudent judgment before Application Submission and accessing the Website. You further acknowledge and undertake that you will use the Website for Application Submission only and not for any business purposes.
- b. DIAL DOES NOT CONTROL, ENDORSE OR ACCEPT RESPONSIBILITY FOR ANY SERVICES OFFERED BY GENESTRINGS AND/OR REMIUM PLAZA AND/OR PAYMENT GATEWAY PARTNER INCLUDING BUT NOT LIMITED TO THE PAYMENT FOR SUCH SERVICES OR THE QUALITY OF SUCH SERVICES. DIAL MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT, AND SHALL NOT BE LIABLE TO THE USER OR ANY SUCH THIRD PARTIES, THEIR SERVICES, INCLUDING REPRESENTATIONS RELATING TO NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. ANY TRANSACTIONS THAT YOU MAY HAVE WITH SUCH THIRD PARTIES OR GENESTRINGS OR PREMIUM PLAZA OR PAYMENT GATEWAY PARTNER, ARE AT YOUR OWN RISK.
- c. DIAL SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY SERVICE AVAILED BY YOU FROM GENESTRINGS AND/OR PREMIUM PLAZA AND OR PAYMENT GATEWAY PARTNER, IN ANY MANNER WHATSOEVER AND DIAL SHALL NOT ASSUME ANY LIABILITY FOR SUCH SERVICE IN ANY MANNER WHATSOEVER.

- d. We further expressly disclaim any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timeliness, performance, of the page of Application Submission or any of the content of the Website. While we have taken precautions to avoid inaccuracies in content, this website, all content, information, are provided as is, without warranty of any kind. We do not implicitly or explicitly support or endorse the same on the Website. At no time shall any right, title or interest in the services availed due to Application Submission through the Website vest with DIAL nor shall DIAL have any obligations or liabilities in respect of any transactions on the Website.
- e. DIAL shall neither be liable nor responsible for any actions or inactions of Genestrings and /or Premium Plaza and/or Or Payment Gateway Partner, nor any breach of conditions, representations or warranties by Geenstrings and/or Premium Plaza and/or Or Payment Gateway Partner in any manner whatsoever and hereby expressly disclaim and any all responsibility and liability in that regard. We shall not mediate or resolve any dispute or disagreement between you and Genestrings and /or Premium Plaza and/or Or Payment Gateway Partner. You hereby accept that DIAL shall have no liability for any delay, rejection, decision or lack of action on part of Genestrings and /or Premium Plaza and/or Or Payment Gateway Partner.
- f. YOU confirm that the option of Application Submission including that of payment for the same at the Website for the RTPCR Test is provided by DIAL merely to facilitate arriving passengers at Delhi Airport, at the option of the passenger.
- g. You acknowledge that the information and documents as shared by You are being collected and shared with Indian Ministry of Health and Family Welfare (MoHFW)/Indian APHO and other relevant authorities in India and Payment Gateway Partner and/or Genestrings and /or Premium Plaza and shall be retained by DIAL . You hereby expressly consent to such disclosure by DIAL with Indian Ministry of Health and Family Welfare (MoHFW)/Indian APHO and other relevant authorities in India and/or Payment Gateway Partner and/or Genestrings and /or Premium Plaza and agree to disclose the information at Your own risk. You also hereby expressly consent to retention by DIAL of the information and documents as supplied by You and sharing of the information with these third parties.
- h. Your information including the personal information is being collected for services to be provided to you by Payment Gateway Partner and/or Genestrings and /or Premium Plaza and as per the regulations and directions of the Indian Government Authorities and you have no objection of us sharing the same with Payment Gateway Partner and/or Genestrings and /or Premium Plaza or any Indian Government Authorities for providing the services. DIAL shall not be responsible or liable for usage of the information by Payment Gateway Partner and/or Genestrings and /or Premium Plaza or any Indian Government Authorities for any other purpose.
- i. You hereby agree and undertake that You are legally competent to provide this consent for such disclosure.

10. Indemnification and Release of Liability

- a. You agree to indemnify, defend and hold harmless DIAL from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest

chargeable thereon) asserted against or incurred by DIAL that arise out of, result from, or may be payable by virtue of, any breach of any representation, warranty, covenant or agreement made or obligation to be performed by You, pursuant to these Terms of Use or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party.

- b. In no event shall DIAL, its officers, directors, employees, partners or vendors be liable to You, or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not DIAL has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with Your Application Submission at the Website or any services availed/to be availed by you from Genestrings and/or Premium Plaza and/or Or Payment Gateway Partner or any third party..
- c. DIAL its officers, directors, employees, partners or vendors shall never be liable to You, or any third party for any of the acts of Genestrings and/or Premium Plaza and/or Or Payment Gateway Partner in any manner whatsoever and the Users and the third party are advised to take the matter directly with Genestrings and Premium Plaza and/or Or Payment Gateway Partner, as the case may be.
- d. DIAL shall not assume any liability for the non-availability of the Services by Geenstrings and /or Premium Plaza and/or Or Payment Gateway Partner at any point of time.

11. Governing Law

These Terms of Use are governed by and construed in accordance with the laws of India. You consent and submit to the exclusive jurisdiction of the courts located at New Delhi, India, in all questions, disputes and controversies arising out of this Terms of Use.

12. Termination

These Terms of Use are effective unless and until modified as noted above, or terminated, at any time by DIAL.

13. Contact information

Any questions and comments can be submitted via our Contact Us page.