

TERMS & CONDITIONS

Air India website and mobile app - Terms of Use

LAST UPDATED | 1ST NOV 2023

1. General

These Terms and Conditions ("Terms") govern the access and use of the website (<https://www.airindia.com/in/en.html>), mobile site (<https://www.airindia.com/in/en.html>) and mobile application (collectively, "Website") and all software, information and services available on the Website, except where we expressly state that separate terms apply. This Website is owned and operated by Air India Limited, whose registered office is at Block 4, Vatika One on One, Sector 16, NH 48, Gurugram-122001, Haryana. The Terms also include our privacy notice (<https://www.airindia.com/in/en/privacy-notice.html>) ("Privacy Notice") and cookie policy (<https://www.airindia.com/in/en/cookie-policy.html>) ("Cookie Policy") and any guidelines, additional terms, policies, or disclaimers made available or issued and updated by us from time to time, each of which are incorporated by reference in these Terms.

For the purposes of these Terms, "we", "our", "us" and "Air India" refers to Air India Limited and its affiliates, while references to "you" and "your" refers to the persons accessing the Website. Please review these Terms carefully before using the Website. By the using the Website, you agree that you have read, understood, and are bound by these Terms as updated from time to time, and that you comply with the requirements listed here. You hereby represent and warrant that you have full legal capacity and authority to bind yourself to these Terms. If you represent an entity, organisation, or any other person, you confirm and represent that you have the necessary power and authority to bind such entity, organisation, or person to these Terms. Your use of the Website indicates your agreement to be bound by these Terms in consideration of the access provided to the Website.

If you do not agree to these Terms , any of the related documentation linked within the Terms or other restrictions notified to you during the course of your use of the Website, you are not permitted to, and agree not to, use or access the Website.

2. Scope of the Terms

These Terms only govern your use of the Website.

Separate terms and conditions apply to online bookings, mobile bookings, privacy, loyalty programme, as well as or any other promotion which we may run from time to time. In the event of any ambiguity, conflict or inconsistency between these Terms and the separate terms and conditions, the latter will prevail.

3. Website Accuracy

Although Air India makes every effort to ensure the accuracy of the information available on the Website , changes and errors may occur occasionally, and we reserve the right to correct inaccurate information, prices and other details on the Website in such circumstances.

Prices may change according to your flight combination and date selection. The price displayed on the Website is the total price that a passenger is required to pay to Air India. Such price includes the fare, taxes, fees and surcharges. Additional baggage fees may apply if your baggage exceeds the baggage allowance indicated on your ticket.

4. Security

If you have reason to believe that your access to the Website is no longer secure (e.g. loss, theft or unauthorized disclosure or use of user names, passwords and personal identification numbers), you must immediately change the affected access information, and notify such an incident to Air India immediately at cyber.security@airindia.com.

5. License & Ownership

All and any intellectual property rights ("Intellectual Property") associated with the Website and its contents ("Content") are the sole property of Air India.

You agree to not use, copy, or imitate any Content or element of the Website. All custom graphics, icons, and other items that appear on the Website are trademarks, or service marks ("Marks") of Air India, its affiliates or other entities that have granted Air India the right and license to use such Marks and may not be used or interfered with in any manner without the express written consent of Air India. Except as otherwise expressly authorized by these Terms, you may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute the Intellectual Property of the Website in any way without Air India's prior written permission. Except as expressly provided herein, Air India does not grant to you any express or implied rights to Air India's Intellectual Property.

6. Unauthorised actions or uses

You agree that your use of the Website is personal to you and that the Website is provided solely to permit you to view and purchase our products and services, and for no other purpose. You will not attempt to interfere with the operation of this Website or alter or corrupt any data or software.

If you are blocked by us from accessing the Website (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (for example, by masking your IP address or using a proxy IP address).

You are responsible for maintaining the confidentiality of your website access information (such as username, password, and personal identification number) and booking data (such as booking references and your travel itinerary).

You may choose to permit family members, friends, or colleagues to access the Website on your behalf by providing website access information and/or booking data to such persons provided that:

- (a). You have obtained the consent of any other persons whose booking data or personal data is accessible with your data (such as a group booking); and
- (b). You accept full responsibility for the acts and omissions of that person when accessing the Website using the website access information and/or booking data provided by you, whether such access is authorised by you or not.
- (c). You must not permit access to or use of the Website or any of the material on or obtained from the Website to any third party. .

7. Your Commitments

Any use of the Website other than as specifically authorised by us is strictly prohibited. By using the Website, you agree not to undertake certain activities which include, but are not limited to:

- (a). disguising the origin of information transmitted through the Website;
- (b). placing false or misleading information on the Website.
- (c). using or accessing any service, information, application, or software available via the Website in a manner not expressly permitted by Air India.
- (d). inserting or uploading to the Website any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Website or information or that infringes the Intellectual Property rights of another.
- (e). using those areas of the Website that are restricted to customers of Air India.
- (f). using or accessing the Website or Air India's systems or services in any way that, in Air India's judgment, adversely affects the performance or function of the Air India's systems, services or the Website or interferes with the ability of authorized parties to access Air India's systems, services or the Website;
- (g). infringing any proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets of any party.
- (h). "framing", "mirroring", or using similar techniques to incorporate any part of the Website into any other website, without the express written consent of Air India;
- (i). copying, displaying, distributing, modifying, publishing, reproducing, storing, transmitting, posting, translating, creating any derivative works, renting, or licensing the Website or any portion thereof;
- (j). downloading or copying any kind of information for the benefit of another individual, vendor, or any other third party;
- (k). caching unauthorised hypertext links to the Website;
- (l). undertaking any action that imposes or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- (m). using data mining, robots, or similar data gathering and extraction tools;
- (n). making any back-up or archival copies of the Website or any part thereof;
- (o). bypassing any measures used by us to prevent or restrict access to the Website;
- (p). accessing, monitoring, or copying any information on the Website using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission;

(q). violating the restrictions in any robot exclusion headers on the Website or bypassing or circumventing other measures employed to prevent or limit access to the Website; or

(r). deep-linking to any portion of the Website (including, without limitation, the purchase path for any service) for any purpose without our express written permission.

8. Product Information

You agree to comply with these Terms and all instructions and procedures set out on the Website. You understand that failure to follow any instructions and procedures may lead to your obligation to purchase unintended goods or services; forfeiture of your products or services; denial of access to the Website products or services; and legal action being brought against you.

The Website contains information about the products and services which Air India (or other third parties) may offer ("Product Information"). Product Information may include details about the future intentions of Air India (e.g., details of destinations where it intends to provide its products and services , products and services it intends to launch) and information about its current products and services (e.g., flight timings, flight availability, ticket prices, competitions, prize draws, etc.). The purpose of providing the Product Information on the Website is to help you to find out more about Air India's products and services and assist you to obtain these products and services. The Product Information is for informational purposes only. Information available on or through our Website should not be construed as a commercial offer and does not create any professional relationship between you and us. Please note that access to our products and services are bound by separate agreements.

9. Storage of IP addresses

When you visit the Website, our web server automatically saves the IP address of your internet service provider, the website you are visiting us from, the web pages that you visit on our site and the date and duration of your visit. We store such IP addresses for defending legal claims that may arise in the future and for the detection and resolution of criminal offences.

10. User Information

The Website may allow you to share your personal information with us ("User Information"). Please note that your User Information may be used by us to engage and interact with you and provide you with our products and services. We collect and use your User Information in accordance with our Privacy Notice. By accessing the Website, you expressly consent to our use of your User Information.

You represent and warrant that your User Information is true, complete, and accurate in all respects. Should your User Information change during the existence of these Terms, you undertake to immediately bring such change to our notice. We do not accept any responsibility or liability for any loss or damage that you may suffer or incur if any information you provide is incorrect, incomplete, inaccurate, or misleading, or if you fail to disclose any material fact.

11. Indemnity

You agree to release, indemnify, and hold us and our affiliates, officers, employees, directors, and agents harmless from all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, caused by or arising out of claims based upon any breach by you of these Terms or applicable law.

12. Disclaimers and limitation of liability

(a). Whilst the Product Information and all other material present on the Website are provided in good faith, by using the Website, you agree and acknowledge that Air India, makes no representations, warranties, or claims as to the accuracy of the Product Information or any other material present on the Website. Furthermore, you agree that the Product Information and Website material does not constitute any form of advice or recommendation to you.

(b). Air India may use the AI Agent to respond to your queries. The AI Agent is powered by ChatGPT and uses artificial intelligence and machine learning technology to generate answers, recognise patterns, make predictions, evolve, and become more accurate over time. Please note that the AI Agent is an automated system, and it may not always provide accurate information - especially to new and unusual queries. Errors may occur occasionally, and we reserve the right to correct inaccurate information, price, and other details in such circumstances.

(c). Air India disclaims all implied warranties relating to your use of the Website and the information, products, and services contained on the Website.

(d). By using the Website, you agree that Air India will not be liable to you for any direct, indirect, consequential, or any other loss arising from the use (or non-use) of the information, products, and services contained on the Website or from your access of other material via links from the Website.

(e). Air India does not guarantee that use of the Website will be compatible with all hardware and software which may be used by visitors to the site.

(f). You hereby accept full responsibility for any consequences that may arise from your use of the Website, and expressly agree and acknowledge that we shall have absolutely no liability in this regard.

(g). The features and services on the Website are provided on an "as is" and "as available" basis. We make no representation or warranty about the validity, accuracy, correctness, or reliability of any information provided on or through the Website. We hereby disclaim all implied representations, warranties, or guarantees as to the accuracy, validity, reliability, or completeness of any such information and material on the Website.

(h). No advice or information, whether oral or written, obtained by you from us shall create any warranty that is not expressly stated in the Terms.

(i). To the maximum extent permissible by law, Air India will not be liable to you whatsoever, whether in contract, tort (including negligence), breach of statutory duty, restitution, or otherwise for any injury, death, damage, or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill, and like loss) howsoever caused arising out of or in connection with your use of the Website or the use of any information or other materials contained in the Website, including, without limitation, as a result of any computer virus.

13. Links

Linking to the Website is strictly prohibited without our consent in writing, and such consent can be withdrawn at any time by Air India. Any website or other device that links to <https://www.airindia.com> (<https://www.airindia.com/in/en.html>) or any page available therein is prohibited from:

- (a). replicating Content;
- (b). using a browser or border environment around the Content;
- (c). implying in any fashion that Air India or any of its affiliates are endorsing it or its products;
- (d). misrepresenting any state of facts, including its relationship with Air India or any of its affiliates;
- (e). presenting false information about Air India's products or services; and
- (f). using any Intellectual Property, or Mark of Air India or any of its affiliates without express written permission from Air India.

The Website may contain links to third-party Websites and resources (collectively, "Linked Sites"). These Linked Sites are provided solely for your convenience, and not as an endorsement by Air India of the Content on such Linked Sites.

Air India makes no representations or warranties regarding the correctness, accuracy, performance or quality of any Content, software, service or application found at any Linked Site. Air India is not responsible for the availability of the Linked Sites or the Content or activities of such sites. If you decide to access Linked Sites, you do so at your own risk. In addition, your use of Linked Sites is subject to any applicable policies and terms and conditions of use, including but not limited to the Linked Site's privacy and cookie policies. Any dealings you have with third parties while using the Website are between you and the third party, and you agree that we shall not be liable for any loss or claim that you may have against any such third party. You further acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, events, goods, or services available on the Linked Sites.

14. Modifications to Terms

These Terms and/or other information, services, products and Content provided on the Website may be updated, amended, changed, or removed by Air India at any time without providing any notice to you.

Any revised Terms will be applicable from the time it is posted on the Website. Please ensure that you review these Terms regularly. You will be deemed to have accepted the changes made to these Terms if you continue to use the Website once it has been posted.

15. Termination

You agree that Air India, in its sole discretion, may terminate or suspend your use of the Website, and Air India's systems, information, services and Content at any time and for any or no reason in its sole discretion, even if access and use continues to be allowed to others. Upon such suspension or termination, you must immediately (a) discontinue use of the Website, and (b) destroy any copies you have made of any portion of the Content.

Further, you agree that Air India, shall not be liable to you or any third party for any termination or suspension of your access to the Website and its systems, information and/or the services. Upon termination, these Terms shall terminate, except for those clauses that are intended to survive expiry or termination.

16. Governing Law & Jurisdiction

(a). The Terms shall be governed and construed in accordance with the laws of India. Subject to other provisions in this clause, courts in New Delhi shall have exclusive jurisdiction over all issues arising out of these Terms.

(b). Any controversies, conflicts, disputes, or differences, arising out of these Terms shall be resolved by arbitration in New Delhi in accordance with the Arbitration and Conciliation Act, 1996 for the time being in force, which is deemed to be incorporated by reference in this clause. The tribunal shall consist of 1 (One) arbitrator mutually appointed by the parties. The language of the arbitration shall be English. The parties to the arbitration shall keep the arbitration confidential, and not disclose to any person, other than on a need to know basis, or to legal advisors, unless required to do so by law. The decision of the arbitrator shall be final and binding on all the parties thereto. Each party to the arbitration shall bear its own costs with respect to any dispute.

17. Suggestions, Comments & Feedback

If you respond to a document published by us with information including feedback data, such as questions, comments, suggestions, or the like regarding the content of any of our documents, such information will be deemed to be non-confidential and we will have no obligation whatsoever with respect to such information and may reproduce, use, disclose and distribute the information to others without limitation. We may freely use, copy, disclose, publish, display, distribute, and exploit the feedback without any payment of royalty, acknowledgement, prior consent, or any other form of restriction arising out of your intellectual property rights.

Any communications you send to us by electronic mail are on a non-confidential basis, and we may reproduce, publish, exploit or otherwise use them in any way for any purpose without any payment of royalty, acknowledgement, prior consent, or any other form of restriction arising out of your intellectual property rights. We may use the content of any such communications, including any ideas, inventions, concepts, techniques, or know-how disclosed herein, for any purpose, including the developing, manufacturing and/or marketing of goods and/or services. Further, we may use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including developing and marketing services incorporating such information.

18. Communication

You may communicate with us, including contacting us for any grievance or dispute that you experience in connection with the Website, by contacting us here. (<https://www.airindia.com/in/en/contact-us/customer-support-portal.html>)

19. Miscellaneous

(a). Severability: If any provision of these Terms is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of these Terms will continue to be in effect. If any unlawful or unenforceable provision would be lawful or enforceable if a part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the clause, in which case the entirety of the relevant provision will be deemed to be deleted).

(b). Waiver: You agree that no action of ours, other than an express written waiver or amendment, may be interpreted as a waiver or amendment of any of these Terms.

(c). No third party rights: No third party shall have any rights to enforce any terms contained herein.

(d). Assignment: You shall not license, sell, transfer, or assign your rights, obligations, or covenants under these Terms in any manner without our prior written consent. We may grant or withhold this consent at our sole discretion, subject to any conditions we deem appropriate. We may assign our rights to any of our affiliates, subsidiaries, or parent companies, any successor in interest of any business associated with the services, or any third party without any prior notice to you.

(e). Force Majeure: We shall have no liability to you if we are prevented from or delayed in performing our obligations, or from carrying on our business, by acts, events, omissions, or accidents beyond our reasonable control, including without limitation, strikes, failure of a utility service or telecommunications network, act of God, war, riot, civil commotion, malicious damage, or compliance with any law or governmental order, rule, regulation, or direction.