TERMS & CONDITIONS OF USE

The following terms and conditions create a legally binding agreement between you and Wanakarn Beach Resort ("wanakarnresort.com", "we" or "us" as the context may require).

You acknowledge that your use of www.wanakarnresort.com (the "website") is on condition that you accept without variation the terms and conditions set out herein which we may vary at our absolute discretion from time to time with or without notice to you.

You acknowledge that your use of this website constitutes your agreement to all the terms and conditions in force for the time being as set out herein. If you do not agree to any part of the following terms or conditions, you must not use this website nor the services provided therein.

1. REGISTRATION

a. In order to use the website and the products and services provided herein, you must provide all the necessary equipment such as an internet-ready computer and modem; pay any fee (including telephone charges) associated with the provision of access to the internet; you may also have to provide certain current, complete and accurate information about yourself as prompted by our registration form; maintain and update such registration details so as to keep the same current, complete and accurate.

b. We reserve the right to terminate your account and your use of this website without notice to you if it comes to our attention that any of the registration details you have provided is not current, incomplete or inaccurate.

2. YOUR OBLIGATIONS

You shall:

a. Keep your username and password secure and protected from unauthorized access or use;

b. Be entirely responsible for any and all activities that occur under the use of your username and password whether or not actually or expressly authorized by you;

c. Immediately email us at info@wanakarnresort.com if you become aware of, or suspect, that your username and password have been misused or compromised in any way, or any other breach of security that comes to

your attention;

d. Not use this website in any way which interferes with its availability to other users nor do anything that degrades the operational performance of the website;

e. Not post or transmit onto the website or to any other users, any unlawful, harassing, abusive, threatening, libelous, defamatory, obscene , indecent, inflammatory, racially or ethnically objectionable, pornographic or profane material, or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law;

f. Not interfere with other users' use and enjoyment of the website and the services therein or engage in surveys, contents, chain letters or post/transmit "junk mail","spam" or any unsolicited mass dissemination of email;

g. Not upload or distribute any files that contain viruses, corrupted files or any other similar computer program that may adversely affect the operational performance of another computer;

h. Not use any device, software or routine or attempt to interfere with the proper functioning of the website or any transaction offered at this website;

i. Not use the website for any illegal purpose; and

j. Not use this website to make any speculative, false or fraudulent reservation or any reservation in anticipation of demand.

3. REPRESENTATIONS & WARRANTIES

You represent and warrant that:

a. You are of sufficient legal age and capacity to use this website in accordance with all terms and conditions herein and to create binding legal obligations in relation to the access and use of this website and the services therein;

b. You are legally and financially responsible for all uses of this website under your username and password whether or not actually or expressly authorized by you; and

c. All information supplied by you is true, current complete and accurate.

4. DATA PROTECTION & PRIVACY

Please refer to our Privacy Policy for more information.

5. PROPRIETARY RIGHTS

a. You acknowledge that the content of the website, including but not limited to data, text, software, music, sound, photographs, video, graphics or other material contained in any form including but not limited to advertisements or commercially produced information presented to you through the website, by us, or our advertisers or other content providers, is protected by copyright, trade marks, service marks, trade secrets, patents, database rights, moral rights, publicity rights, confidentiality or other proprietary rights and laws, belong to wanakarnresort.com or such third party identified therein. The name of wanakarnresort.com or the trade marks, service marks and logo used and displayed on this website may not be used in any way, including in advertising or publicity, without prior written permission of wanakarnresort.com.

b. You may make a copy of the content on this website for your personal, non-commercial use only, provided that you keep all copyright and other proprietary notices intact. You may not further copy, modify, edit, reproduce, create derivative works or materials, republish, upload, post, transmit, or distribute in any way the content available through the website, including code and software. Systematic retrieval of data or other content from this site to create or compile, directly or indirectly, a collection, compilation, databases or directory is prohibited.

c. You are not to download or otherwise export or re-export any software or underlying information or material available through this website, except to the extent that such downloading occurs in the course of using this website in accordance with our written instructions or otherwise as expressly permitted in this Agreement.

d. This clause shall survive any termination of this Agreement.

6. DISCLAIMER

a. You acknowledge that your use of this website is at your sole risk and discretion. This website (including the products and services provided herein) are provided on an "as is" and "as available" basis and you assume total risk and responsibility for any loss or damage arising from or attributable to your use of this website (including the products and services provided herein) including but not limited to any damage to your computer, equipment or loss of your data.

b. wanakarnresort.com neither warrants nor makes any representations regarding the accuracy, quality, timeliness, merchantability, fitness for a particular purpose or completeness of this website or of any of the data, communications, transmissions, information or service contained in this website or that the use of this website will be uninterrupted or error free or that any information, data, content, software or other material accessible through this website will be free of bugs, viruses, worms, cancelbots, trojan horses or other harmful components.

c. We may modify or discontinue the website; any of the features or services of the website and the information contained therein, at any time, with or without notice to you, without any liability whatsoever to you or any third party.

7. LIMITATION OF LIABILITY

a. To the maximum extent permitted by any law, wanakarnresort.com specifically excludes any and all liability for any direct, indirect, special, incidental or consequential damages arising out of or in any way connected with the access to and use of, availability of or inability to access to and use of this website, or the information, products and services obtained through this website, the submission of any personal information, including, but not limited to, bank and credit card details, the performance or non-performance by wanakarnresort.com, or any unauthorized access or breach of security into this website through the internet or otherwise arising, whether based on contract, strict liability, tort (including negligence), product liability or otherwise even if wanakarnresort.com or its agents or employees have been advised of the possibility of such damages.

b. Notwithstanding anything to the contrary in this Agreement, the liability of wanakarnresort.com shall in no event exceed, in aggregate, Thai Baht twenty thousand.

8. ACKNOWLEDGMENT

The disclaimer and limited liability of wanakarnresort.com as set out in this Agreement are fundamental elements of the basis of the bargain between you and wanakarnresort.com, and you agree that wanakarnresort.com would not otherwise be able to offer the products and services on its present basis without such limitations. This clause shall survive any termination of this Agreement.

9. FORCE MAJEURE

Wanakarnresort.com shall not be liable for damages of any kind arising out of any failure or delay by wanakarnresort.com in performing any or all of our obligations contained herein or in respect of any product or service if the failure or delay is due to circumstances or cause beyond our reasonable control.

10. CANCELLATION OF SERVICE

Wanakarnresort.com may without any liability to you whatsoever, at any time and at its sole discretion and without cause or notice, terminate your account or restrict your access to this website or refuse to give effect to any booking or reservation requested by you without being required to give any reasons or advance notice to you.

11. INDEMNITY

You shall indemnify and keep wanakarnresort.com indemnified against all claims, demands, actions,

proceedings made or brought against wanakarnresort.com arising from your use of this website and/or any breach of any term or condition by you.

12. LINKS TO THIRD PARTIES

This website may contain hyperlinks to websites operated by parties other than wanakarnresort.com. The inclusion of hyperlinks to such websites does not imply wanakarnresort.com's endorsement of such websites nor any association with their operators. wanakarnresort.com is not responsible for the contents of other websites.

13. VARIATIONS

a. wanakarnresort.com may at any time vary these terms and conditions of use (including without limitation wanakarnresort.com's conditions of purchase as set out below) with or without notice to you.

b. You acknowledge that your continued use of the website and services provided herein after the variations of these terms and conditions of use shall constitute your acceptance of the same with immediate effect.

c. Please check this website regularly for such variations.

14. SEVERABILITY

Any provision of this Agreement which is invalid, prohibited or unenforceable in any jurisdiction shall:

i. Be ineffective in that jurisdiction to the extent of the invalidity, prohibition or unenforceability;

ii. Not invalidate the remaining provisions of this Agreement; and

iii. Not effect the validity of that provision in any other jurisdiction.

15. RELATIONSHIP BETWEEN THE PARTIES

No joint venture, partnership, employment or agency relationship exists between you and wanakarnresort.com as a result of this Agreement or your use of this website.

16. ADDITIONAL TERMS & CONDITIONS

Additional terms and conditions will apply to your booking and purchase of our products and services. You agree to abide by wanakarnresort.com 's conditions of purchase and/or the terms and conditions of any supplier of the travel-related products or services.

17. ENTIRE AGREEMENT

Subject to clause 13, this Agreement (including wanakarnresort.com's conditions of purchase which are set out below) constitutes the entire agreement between the parties in respect of its subject matter and supersedes all prior understandings or agreements (whether oral or written) regarding the subject matter.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Thailand and you submit to the non-exclusive jurisdiction of the courts of Thailand.

WANAKARNRESORT.COM'S CONDITIONS OF PURCHASE

Without prejudice to the generality of the wanakarnresort.com User Terms & Conditions, the booking for and purchase of products and services through the website are subject to the following additional terms and conditions and other terms imposed by our affiliates from time to time. In respect of the purchase of Wanakarn products, please refer to the posted terms and conditions for purchase of such products for additional terms imposed for such services.

By effecting a booking for or purchase of any product or service through this website, you agree to be bound by wanakarnresort.com's Conditions of Purchase and the respective affiliates's terms as the case may be.

1. MEMBERSHIP

You may only make bookings for or purchase of products and/or services through this website subject to your registration and our acceptance of you as a registered member of the website. Membership is not transferable but a registered member may make bookings on behalf of non-member(s).

2. CHANGES

The rates quoted in respect of the products and/or services available on this website and the corresponding rates thereof are subject to change without notice. Please check this website regularly for updates and promotional offers.

3. TRANSACTION

You acknowledge that the availability of the products and/or services on this website does not constitute an offer by wanakarnresort.com and/or its affiliates, acceptance of any request for the products and/or services made by you is purely at the discretion of wanakarnresort.com and/or its affiliates.

4. PAYMENT

a. Payment may be made by online or offline as prescribed on this website.

b. You must make payment for the product or service you have requested in full using your selected mode of payment by the indicated due date (where applicable) which will be notified to you. The due date varies for each product or service.

c. If you fail to make full payment by the relevant due date in respect of a booking of any product and/or service, your booking will be cancelled automatically.

5. CURRENCY

a. You may make payment for your booking in any one of the currencies supported on the website. The applicable exchange rates of the supported currencies shall be determined at the sole discretion of wanakarnresort.com from time to time.

b. Your payment in any of the supported currencies shall be in accordance with the applicable exchange rates at the time of your payment.

c. wanakarnresort.com shall not be liable for any exchange rate losses incurred by you as a result of any credit card or other transactions effected over the website.

6. TRAVEL REQUIREMENTS

a. It is your sole responsibility to obtain a valid visa (where required) and comply with any applicable immigration laws for your entry and stay at your destination.

b. Please ensure you have a valid passport for the duration of your trip. If you require any further information on passport or visa requirements please refer to our website or contact our customer services department for assistance.

7. FORCE MAJEURE

Wanakarnresort.com shall not be liable for damages of any kind arising out of any unforeseen circumstance or circumstance beyond our control.

8. SPECIFIC TERMS - PRODUCTS & SERVICES

The following terms and conditions are applicable to products and services listed on the website:

a. Requests

i. When you request for a product or service provided by the wanakarnresort.com and/or its affiliates which is subject to confirmation, you irrevocably authorise wanakarnresort.com to automatically charge your credit card upon wanakarnresort.com's and/or its affiliates' confirmation of the availability of the product or service at the quoted rate.

ii. wanakarnresort.com will not automatically charge your credit card where there is a change in the rates quoted.

b. Availability

i. All requests for products and services on this website are subject to availability and acceptance, at the discretion of the supplier of such product and/or service (whether wanakarnresort.com and/or its affiliates as the case may be).

ii. In the event a product or service booked by you is not available, wanakarnresort.com shall use its reasonable endeavours to recommend to you an alternative product or service of similar pricing and quality.

iii. Where the product or service provided by the supplier is either not available or our suggested alternative (where applicable) is not acceptable to you but is fully paid, we shall make a refund in accordance with our refund policy.

iv. If you fail to accept our suggested alternative product or service or render full payment by the specified due date as set out in paragraph 4 above, we reserve our right to cancel our tentative booking of the same.

c. Refund Policy

Refunds in such manner as wanakarnresort.com may determine at its discretion may be made by wanakarnresort.com to you in the following circumstances if:

i. the product or service provided by the wanakarnresort.com &/or its affiliates which has been fully paid for is not available and our suggested alternative is not acceptable to you; or

ii. you cancel your booking with wanakarnresort.com &/or its affiliates within the time period permitted for refunds as stipulated in our confirmation to you.

Liability Disclaimer

While every effort has been made to make this website as complete and as accurate as possible, its content should only be used as a general guide and not as an original source of information. Comments, suggestions or

corrections relating to possible errors both typographical and content would be much appreciated. wanakarnresort.com may make improvements and/or changes in this web site at any time.

All transactions concluded on this website is on a caveat emptor basis, you are advised to make your own independent inquiries in respect of the products and services provided.

Reservations Disclaimer

The rates quoted are subject to applicable government taxes and may be changed without prior notice. All rooms are subject to availability at the time of booking. The prices quoted do not include international or domestic air transportation; passport or visa handling; travel insurance; airport and port taxes; items of a personal nature; excess baggage charge, and gratuities, unless otherwise stated. Baggage and personal effects are at owner's risk throughout their stay. wanakarnresort.com reserves the right to apply an amendment fee of US$50 per amendment, from the second amendment.

Your credit card details will be passed on to the respective hotels to secure/guarantee your booking. Should a deposit be required, the amount will be debited by wanakarnresort.com. Please note that your reservation requests are subject to room availability and confirmation by the hotel. Upon confirmation, you will receive an email or fax from wanakarnresort.com with a reference number and the rates confirmed by the hotel when all the components of your reservations have been finalized.

Claims and refunds are subject to the cancellation policies of the respective hotels as outlined below.

If you have any other questions about the use of this web site, please refer to our User Term & Conditions or e-mail info@wanakarnresort.com.