

## **Terms of Service**

Effective date: May 1, 2023

Welcome to Inhanser! Our services are provided to you by Inhanser (Thailand) Co., Ltd. and ProperDee Co., Ltd., Thailand companies (herein referred to as "Travel" or "Hotels", "we," "us," "our") through our websites (the "Sites," including mobile Sites and mobile applications and affiliate websites), subject to the following Terms of Service ("Privacy Policy" or "Privacy"), which may be updated by us from time to time without prior notice to you. You should periodically visit this page to review the current Terms of Service so you are aware of any revision to which you are bound.

The Privacy Policy located at the Sites is incorporated by reference into this Terms of Service Policy. BY USING THE SITES AND ITS SERVICES, YOU AGREE TO THESE TERMS; IF YOU DO NOT AGREE, DO NOT USE THE SITES OR ANY OTHER INHANSER SERVICES.

In addition, when using certain services and/or features, you shall be subject to any additional terms applicable to such services that may be posted on the Site from time to time, including, without limitation, the Privacy Policy. All such terms are hereby incorporated by reference into these Terms. Inhanser is located in the Kingdom of Thailand. Our address is 47 Srisothorn Building, 3rd Floor, Unit 3E, Sukhumvit Soi 23, Sukhumvit Road, Klongtoey nuea, Wattana, Bangkok 10110 Thailand. Such address may be changed from time to time without prior notice to you.

### **The Service**

Through the Site, Inhanser provides an online platform where you can browse different types of hotels, resorts, temporary accommodation and lodging, tour packages, airline travel, rental vehicles, prepaid credits, vouchers for prepaid sim-card, experiences and tours, or other services ("Services") in cooperation with various companies who demonstrate large consumer online traffic. Users can make bookings of services provided by hotels, resorts, airlines, train or other transportation operators, events promoters, tourist attraction operators, travel agencies, telecommunication operators and/or any other service providers ("Vendors") on the Site. By placing an order through the Site, you will be able to book and/or purchase the airline tickets, train or other transportation tickets, accommodation and lodging, event entrance tickets, tourist attraction entrance tickets, tour packages, prepaid credits, vouchers for prepaid sim-card, experiences and tours, or other services. We will provide a booking confirmation via email. We reserve the right to refuse the booking in accordance with these Terms.

Our Service may also integrate with, incorporate or otherwise link to products and services offered by third parties, including but not limited to a web-to-print product vendor, as further described below. Such third-party products and services may be subject to the additional and/or alternate terms and conditions and privacy policies of the third-party providers. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, shall be subject to the Terms. To the extent you access the Service through a mobile or wireless device, your carrier's standard charges, data rates and other fees may apply.

When you use Travel, you may provide us with information, including, but not limited to, personally identifiable data, such as your name, email address, postal address, phone number and credit card information, deposit account, IP address, your address book and your photographs, and your User Content (defined below) (collectively, "Personal Data"), and other information that is collected from Sites visitors. This Privacy Policy is meant to help you understand what data we collect, why we collect it, and what we do with it. When you visit the Sites or use our Services, please be advised that your information is controlled by Travel.

### **Information we collect**

Age: Inhanser takes a child's privacy very seriously. Our Service is not designed or intended to be used by children. If you are under 18 years of age, you are not authorized to use the Service, with or without registering.

Your registration obligations: You must register with Inhanser in order to access certain functions of the Service. Users who register with Inhanser ("Member(s)") may have access to certain Site functions and features as follows. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Once registered, you are a Member with a password to use the Service. Registration data and certain other information about all users, including Members, are protected and governed by our Privacy Policy.

We may offer you the ability to register and/or log in to our Site using Facebook, Google, mobile, or third-party services. These third-party services are detailed further in our Privacy Policy. Inhanser does not control, is not responsible for, does not endorse, and fully disclaims any and all liability associated with your use of such third-party services. You represent and warrant that you will comply with all terms and conditions associated with such third-party services, and agree to defend and hold Inhanser harmless from any claim or demand, including reasonable attorneys' fees, arising out of or relating to any such third-party services.

Member account, password and security: Members are responsible for maintaining the confidentiality of their login credentials and account information, and are fully responsible for any and all activities that occur under their password or account. Members agree to (a) immediately notify Inhanser of any suspected or actual unauthorized use of a Member password or account or any other breach of security, and (b) ensure that Members exit from their Member account at the end of each session when accessing the Service. Inhanser will not be liable for any loss or damage arising from a Member's failure to comply with this Section.

Modifications to Service: Inhanser reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part or feature thereof) with or without notice. Without limiting the generality of the foregoing, Inhanser may change its pricing at any time or add new fees and charges from time to time. You agree that Inhanser shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

General practices regarding use and storage: You acknowledge that Inhanser may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service on Inhanser' servers on your behalf. You agree that Inhanser has no responsibility or liability for the deletion or failure to store any data or other content maintained or transmitted by the Service. You acknowledge that Inhanser reserves the right to terminate accounts that are inactive for an extended period of time or for posting inappropriate material. You further acknowledge that Inhanser reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

## **Conditions of Use**

Special notice for International use: Recognizing the global nature of the Internet, you agree to comply with all applicable laws, rules and regulations regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of data exported from Thailand, the United States and/or the country in which you reside. By providing your information to us, you consent to any transfer and processing in accordance with our applicable Privacy Policy.

No resale of Service: Unless otherwise specified, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or transmit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

## **Intellectual Property Rights**

Service content, software and trademarks: You acknowledge and agree that the Service may contain content ("Service Content") that is protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized in writing by Inhanser, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in

part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Site. Provided that you are eligible for use of the Service, you are granted a limited license to access and use the Site and the Service Content and to download or print a copy of any portion of the Service Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Such license is subject to these Terms and does not permit use of any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Site or the Service Content other than as specifically authorized herein, without the prior written permission of Inhaner, is strictly prohibited and will terminate the license granted herein. The technology and software underlying the Service is the property of Inhaner, our affiliates and our partners (the "Software"). Except to the extent permitted by the law notwithstanding any contractual prohibition, you agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved.

The "Inhaner" name and logo are trademarks and service marks of Inhaner (collectively the "Inhaner Trademarks"). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Inhaner. Nothing in these Terms or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Inhaner Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Inhaner Trademarks will inure to our exclusive benefit.

Third party material: Under no circumstances will Inhaner be liable in any way for any content posted by third-parties, Vendors, or at the direction of users (collectively "Vendors"), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise transmitted via the Service. You acknowledge that Inhaner does not pre-screen content, but that Inhaner and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Inhaner and its designees shall have the right to remove any content that violates the Terms or is deemed by Inhaner, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Although we will use our expertise with caution in performing the Services, we do not verify, and do not guarantee, that all information provided by Vendors that is available on the Site is accurate, complete, correct or the latest available, and we are not responsible for any errors (including placement and typing errors), obstruction (either because of temporary and/or partial, damage, repair or improvement to the Site or otherwise), inaccurate, misleading or false information of Vendors or non-delivery of information by Vendors.

### **Scope of Our Services**

Cancellations: By making a booking, order or reservation through the Site, you accept and agree to the terms and conditions of applicable Vendors, including policies regarding cancellation and/or absence, or your specific requests which may be given to the Vendors. Inhaner is not responsible for any violation of these terms and conditions, or which are based on the user's specific requests, so please read the Vendors' terms and conditions carefully before you make a booking, order or reservation through the Site.

Regarding refunds, including by means of credit card chargeback, and subject to any applicable rights you may have at law, Inhaner may have the right to withhold or take part of the amount paid to reimburse the reasonable costs that have been incurred in connection with the cancellation.

Special Requests: In the event of any special requests (for example: rooms to be easily accessible by wheelchair, wheelchair assistance for people with disabilities at the hotels or airplanes, change of name, change of date, adding "frequent flyer" points or equivalent, availability of the event's seat tickets, special equipment/tools

needed for the tour packages or equivalent), the user can insert the request when making a booking on the Site or contact the Vendor directly (as applicable). The request will be addressed at the Vendor's and Inhanser's discretion, based on availability and other factors. Your special requests may be subject to additional charges and/or fees by the relevant Vendor based on the discretion and/or policy of the relevant Vendor. Inhanser is not responsible for the availability and/or fulfillment of your special requests by the Vendor

In the event of rescheduling (including but not limited to changes of date, route and/or passenger) by the user, Inhanser reserves its rights to cancel any new bookings created through the rescheduling process if the initial booking is no longer valid (including but not limited to instances where the ticket has actually been used or refunded).

Travel Advice: By displaying particular destinations, Inhanser does not represent or warrant that travel to such destinations is advisable or risk-free and Inhanser is not liable for damages or losses that may result from travel to such destinations. Under no circumstances shall Inhanser be liable for any incidents occurring during your trip or your stay. You are personally responsible for the selection of travel, travel route and destination, for the entire duration of your trip. To the extent permitted by law, Inhanser is not responsible for any loss that occurs if you fail to bring the required travel documents, such as your passport, e-ticket, e-voucher, and any other reasons caused by you.

Should you purchase roundtrip tickets under the same Airline Booking Code (Passenger Name Record, abbreviated as PNR), both the departure and return tickets must be used in full, as written in the itinerary of your Inhanser e-ticket. Use of (i) only the departure or the return ticket; or (ii) partial use of any segment of the roundtrip flight, may cause the other ticket to be invalid and not refundable. Inhanser will not be responsible for any consequence resulting from violation of these terms and conditions.

You shall be solely responsible for obtaining, maintaining and having available for presentation, the proper and valid travel permits or foreign entry requirements (including, but not limited to, visas or other travel permits and documents, whether for transit or otherwise) applicable to you prior to finalizing your travel arrangements in accordance with the prevailing laws of the country you are traveling from, into, over or transiting in. Inhanser has no obligation and is not responsible for notifying you of the travel arrangements and permits necessary for you to be able to carry out your travel plans. In no event shall Inhanser be responsible or liable for any losses or damages arising out of or in relation to your travel permits.

Ratings and Reviews: Ratings and reviews shown on the Site are only provided for the information of users only, and existing ratings are based on information given by third parties such as suppliers, users or other review websites. We do not verify the rating given and are therefore not responsible for the accuracy of the existing rating, nor do the ratings constitute any endorsement (or otherwise) by us. In no event shall Inhanser be responsible or liable for any claims, losses or liability with respect to the ratings shown on the Site.

Price and Promotion: We may offer lower prices and/ or promotions from time to time. Please note that these may involve different conditions and requirements as it relates to booking and refund policies. If there is any promotion provided directly by a Vendor, then the rights and authority over the promotion will be fully under that Vendor's separate terms and conditions and will not apply to the reservation conducted through Inhanser.

Additional Charges & Refunds: Each price listed on the Site is only available with certain conditions and these prices may change depending on the availability of booking, length of booking and/or other factors. Available prices can include additional taxes and other charges, but in certain circumstances it may not include taxes and other service charges (e.g., tips for tour guides, other facilities charges (if any), and other charges/fees which may arise from the use of services other than those provided by Inhanser (if any)). You agree that you are responsible for verifying the total cost to be paid and other terms and details when the confirmation email is sent. You must verify the booking on the booking sheet, and you may cancel the booking at any time before the final confirmation is done. Prices shown are detailed so that you can see the amount to be paid, any additional costs due to the use of credit cards or inter-bank fees charged for the shipping fees will be charged to you. If there is a discrepancy in the amount paid, Inhanser will provide an email notification of the amount to

be paid by you. In the event that you cancel the booking before paying in full any existing shortcomings, Inhanser will refund the amount paid or, subject to any applicable rights you may have at law, refund an amount reduced by the reasonable costs incurred by Inhanser as a result of the non-payment. If you have any questions about the Services, you can contact Inhanser's Customer Service. For any other cancellations, subject to any applicable rights you may have at law, as well as Inhanser's and the airline's/vendor's policy, Inhanser will first investigate and verify applicable booking prior to providing refunds of the same amount paid by you, less any applicable costs incurred by Inhanser, including however not limited to processing and administrative surcharges, inter-bank transfer fees, credit card fees etc. ("Refund Amount"). Upon successful verification by Inhanser, refunds may be initially be offered to you in the form of electronic vouchers (e.g. Coupon(s), Points, and/or Travel Voucher from the airline/vendor).

You can contact Inhanser Customer Service for further details on the estimated duration for receiving your refund and we will assist you as best as we can.

Inhanser is not responsible or liable for any cancelled issuing of e-tickets, e-vouchers, or other transactions caused by inaccurate transfer amounts, or exceeding the time limit for transfers or any payment that is not being made directly to Inhanser's bank account or Inhanser payment channels.

Additional Charges from Hotels and Resorts: Please note that all prices for hotel and resort reservations provided through our Site (the "Hotel Prices") are based on your selections, such as for the requested period of stay and number of guests, unless otherwise specified. Hotel Prices are quoted per room and per night, unless otherwise specified. You are responsible for verifying whether your selection and any additional requests or services are reflected in the price displayed on the Site (please refer to more details listed under "Hotel Information", "Requirements Booking", "Cancellation Policy" or similar headings on the Site) and/ or in the email-coupon confirmation. Breakfast is usually not included, unless otherwise stated. Hotel resort fees and other mandatory costs (see description below) and local taxes, tourist, or occupancy charges (if any) will be paid by you and are usually not considered in the Hotel Prices unless otherwise stated. You are responsible for verifying any explanations or policies provided by the hotel on the Site. Insurance of any kind is not included in the Hotel Prices, unless otherwise stated. The standard hotel room reservation is for one or two guests; an additional charge will usually be required for an extra bed. The hotel can refuse to accept additional guests if not notified in advance.

Please note that some hotels may charge you a resort fee but may require additional charges (or the like) to use certain services. The resort fee is usually not included in the Hotel Prices; more details will be included in the hotel's description on the Site. You may also be charged directly by the hotel for products and services including but not limited to: energy surcharge, baggage handling fees, the cost of delivery of newspapers, in-room security costs, travel/tour fees, or the cost for cleaning the rooms under extraordinary circumstances. This practice of additional hotel charges is beyond Inhanser's control.

Optional incidental expenses and personal consumption charges (such as those incurred during the Hotel stay) are not usually included in the Hotel Price. Such charges include but are not limited to: parking fees, in-room minibar charges, telephone charges, room service, food and beverage costs, special (gala) dinner costs, movie rentals / movies-on-demand, and Internet usage costs. During certain peak holiday seasons, some hotels may make their special dinners compulsory (such as for the New Year, Christmas, Chinese New Year and other events). Such charges are not included in the room rate but will be displayed on the booking form. Please refer to more details listed under "Hotel Information", "Requirements Booking", "Cancellation Policy" or similar headings on the Site. If you are unsure whether or not a charge is included in the tariff, please contact Inhanser Customer Service to clarify.

Certain hotels may add fees for transport or transfer to and from the airport. This is a common practice for travelling between islands in order to reach the hotel. Such transportation is always governed by the hotel and is offered by or on behalf of the hotel, which is responsible for the transportation service. Inhanser does not arrange any transport and is not responsible for such transport service. You agree that Inhanser is not

responsible for the quality, safety, frequency or service level of the transportation services, and for any loss or damage that may result from the use of such transportation services.

In some jurisdictions, hotels may be required by law to directly collect occupancy tax or local city tax from guests. Government authorities may also declare additional taxes and may require the hotel to collect such taxes directly. You agree to pay any and all of such taxes/costs to the hotel directly upon checkout, unless otherwise specified. If you have any questions, please contact Inhanser Customer Service regarding any additional costs that may be included in the Hotel Price.

**Rights to User Content:** By completing a booking, you hereby agree to receive electronic mail containing an invitation to provide reviews or content reviews with respect to the selection of Vendors. Inhanser has sole discretion whether your review will appear on the Site. Inhanser can display the review, which may contain comments, level of service and your name.

In providing a review, you agree to ensure that:

1. You own and control all of the rights to the reviews that you provide to the Site;
2. You grant us a perpetual, irrevocable, royalty-free, worldwide, sub-licensable and transferable license to use your reviews, including all intellectual property rights therein, in connection with our business operations including the operation and management of the Site;
3. The content of the review is accurate and contains no misrepresentations; and,
4. the use or performance or transmission of the content of the review does not violate these Terms or applicable laws and regulations, you are not violating any third party's rights, and you are not causing injury to any party.

You must bear all responsibility for the content of the reviews that you provide or submit. Reviews provided by you will be deemed to not contain confidential information and Inhanser shall have no obligation to treat any review as confidential information. Without limiting the other provisions contained in these Terms, Inhanser has sole discretion to use reviews as deemed appropriate including but not limited to removing, cutting, modifying, or otherwise editing the review. Inhanser shall have no obligation to pay for the content that you submit in a review, including but not limited to content review that has been changed, eliminated or cut. Inhanser shall have no obligation to provide or include or mention authors or other third parties. In any case, you hereby agree that with respect to the content of your reviews:

1. You do not require any attribution or identification on any derivative works;
2. You consent that all content of reviews submitted to Inhanser may be used by Inhanser and its employees, successors, and transfer recipients in any way, at any time. This includes but is not limited to publishing and reproduction of the review; and
3. You hereby waive all rights and agree not to claim any rights in any review.

### **Payment, Refunds & Expiration Policy**

**Payment:** By making a booking, order or reservation through the Site, you authorize Inhanser or its designated payment processor to charge the credit card account you provide for the payment, authorize a direct deposit, authorize PayPal, or any other payment provider for the total amount specified at check-out. All payments must be made using a credit card, direct deposit, PayPal, counter pay, or other approved payment method. Payment values are in Thai Baht, US dollars, or other currency presented to you at check-out as determined by your IP address geolocation or the zip code or country code that you provide when submitting your payment information. If you are a Thailand user, after you complete your purchase on the check-out page, Inhanser or

it's travel partner will send you an email message acknowledging receipt of the order and detailing your order reference number and the total costs of your order, including Value Added Tax ("VAT") applied ("Order Acknowledgement and Invoice"), and charge your credit card, or other payment method. Other Members who require an Order Acknowledgement and Invoice indicating VAT applied may request one by emailing support@Inhanser.com.

You are responsible for all applicable charges, including any sales or use tax, duties, bank charges, VAT, or other governmental taxes or fees payable in connection with your reservation, and Inhaner reserves the right to collect such taxes or other fees from you at any time. If a credit card reaches its expiration date, your continued use of the Service constitutes your authorization for Inhaner to continue billing your credit card and you remain responsible for any uncollected amounts. Inhaner reserves the right to terminate your account for any reason, including credit card processing issues.

**Fraud:** In the case of credit card fraud or unauthorized use of your credit card by a third party, you must contact your bank or card issuer immediately after realizing such unauthorized use. In such a case, Inhaner has no responsibility over any case of credit card fraud or unauthorized use of your credit card by a third party, regardless of whether such fraud or unauthorized use was carried out through Inhaner services, other than where this arose from the fraud, negligence or willful action of Inhaner or as otherwise required by law. Except as otherwise provided by law, Inhaner is not obliged to make refunds or repayments to you as a result of such fraud. As part of our goodwill, we may provide a form of compensation to you subject to review and approval by us. You shall only be eligible to request compensation only if such reservations have been made through our secure servers and the fraud or unauthorized use of your credit card is a result of our default or negligence and through no fault of your own while using the secure server or you are otherwise entitled by law to be compensated. We accept no liability of the fraud or unauthorized use of your credit card if it was done through applications or servers other than our own or if it is as a result of a fault or negligence of your own. If you suspect any unauthorized reservations or fraud committed on our Site, you must contact Inhaner Customer Service.

### **Indemnity**

You agree to indemnify, defend and hold Inhaner and our Entities harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of or relating to the Services, including without limitation, any event posted on, or promoted through, the Service or publicly distributed on the web, any content posted to or transmitted through the Service, or publicly distributed on the web, your use of the Service, your connection to the Service, your violation of the Terms or your violation of any rights of another.

### **Majeure**

Inhaner shall not be liable for any non-performance or violation of these Terms, such as for transaction failure, restricted access to the Site, or any damage or harm to users caused by any act or condition beyond the reasonable control of either you or us ("Force Majeure Event"). Force Majeure Events include but are not limited to natural disaster (floods, earthquakes), epidemic, riot, a declaration of war, war, military action, terrorist action, cyber-attacks, pandemics, embargo, sanctions, changes in laws or regulations, lightning, hurricanes / typhoons / cyclones, labor strikes, demonstrations, airline or hotel bankruptcy or insolvency. Inhaner shall not be responsible for any damages or losses caused by any means to any party because of the Force Majeure Event.

### **Disclaimer of Warranties**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY PROVIDED IN THE FOREGOING SECTION, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. INHANER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. INHANER MAKES NO WARRANTY THAT (I) ANY

EVENT OR THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR EQUIPMENT OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM INHANSER OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFIABLE INFORMATION ABOUT YOURSELF OR YOUR CHILDREN OR WHEN POSTING PHOTOS OR VIDEOS OF YOURSELF OR YOUR CHILDREN. INHANSER DOES NOT CONTROL OR ENDORSE THE CONTENT, MESSAGES OR INFORMATION FOUND ON THE SERVICE AND, THEREFORE, INHANSER SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO THE SERVICE AND ANY OTHER ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICE.

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## **Dispute Resolution by Binding Arbitration**

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PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Agreement to Arbitrate: This section is referred to in this Terms of Service as the "Arbitration Agreement". You agree that any and all disputes or claims that have arisen or may arise between you and Inhanser, whether arising out of or relating to this Terms of Service (including any alleged breach thereof), the Service, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement. You agree that, by entering into this Terms of Service, you and Inhanser are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury.

Pre-Arbitration Dispute Resolution: Inhanser is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@Inhanser.com.

Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the laws of the Kingdom of Thailand. If there is any inconsistency between any term of the law and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless Inhanser and you agree otherwise, any arbitration hearings will take place in Bangkok, Thailand. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.



Severability: Without limiting the severability provision in this section of the Terms of Service, if a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than the Prohibition of Class and Representative Actions and Non-Individualized Relief section above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified.

## **Termination**

You agree that Inhanser, in its sole discretion, may suspend or terminate your account (or any part thereof), deactivate any part, block your email or IP address, or remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Inhanser believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Service, may be referred to appropriate law enforcement authorities. Inhanser may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms may be affected without prior notice, and acknowledge and agree that Inhanser may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Inhanser shall not be liable to you or any third-party for any termination of your access to the Service.

## **General**

These Terms constitute the entire agreement between you and Inhanser and govern your use of the Service, superseding any prior agreements between you and Inhanser with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software, and you represent and warrant that you will comply with all such additional terms and conditions. If you reside in Thailand, the Terms shall be governed by the laws of the Kingdom of Thailand without regard to its conflict of law provisions.

## **Your Privacy**

At Inhanser, we respect the privacy of our users. For details, please see our Privacy Policy on the Sites. By using the Services, you consent to our collection and use of personal data as outlined therein.

## **Questions? Concerns? Suggestions?**

Please contact us at [support@inhanser.com](mailto:support@inhanser.com) to report any violations of the Terms or to pose any questions regarding these Terms or the Service.