

ACCEPTABLE USE POLICY / WEBSITE DISCLAIMER

Introduction

Thank you for visiting Sunrise Travel's website - www.sunrisetravel.co.th. This Website is owned and operated by Sunrise Travel.

Your use of this Website is subject to your agreeing to be bound by and to comply with this Acceptable Use Policy ("Policy"). If you do not agree with the Policy you should exit from this Website instantly.

If you wish to use any of the following Services you agree to be additionally bound by the Specific Terms of Use applicable to the particular Service.

- Corporate Blog;

In the event of conflict between the Policy and Specific Terms of Use the latter shall prevail. We reserve the right to amend, modify, add, delete and make corrections to this Policy and any of the Specific Terms of Use at any time, effective upon posting. You agree to review these Policy and Specific Terms of Use periodically to be aware of such modifications.

Copyright / Trademarks

This Website and the content herein, including flight schedules, routes, fares, text, graphics, button icons, audio and video clips, digital downloads, data compilations, logos and information regarding the status of Sunrise Travel, etc. are proprietary to Sunrise Travel or its content suppliers. You may use this Website and the content only for personal and non-commercial purposes subject to applicable copyright laws.

All trademarks, trade names, service marks (whether registered or unregistered) and logos in this Website are owned by Sunrise Travel or their respective owners and must not be used or modified in any way without obtaining the prior written consent of Sunrise Travel.

This Website and the products, technology and processes contained herein may be the subject of other intellectual property rights owned by Sunrise Travel or by third parties. No license is granted in respect of such intellectual property rights other than as set out in this Policy. Your use of this Website must not in any way infringe the intellectual property rights of any person.

Content

By using this Website or any of the Services, including the posting of content and commentary in the Corporate Blog or other public communication forums hosted on this Website, you agree that you will not upload, post or otherwise transmit or make available any content (including text links, communications, software, images, sounds, data or other information) that is not consistent with the permissible uses outlined in this Policy or the relevant Specific Terms of Use, including, but not limited to the following:

- False, inaccurate, misleading, unlawful, harmful, threatening, abusive, tortuous, harassing, defamatory, libelous, invasive of another's privacy, vulgar, profane, sexually oriented/suggestive/explicit, obscene, racially or ethnically offensive or otherwise objectionable.
- Violates any laws, third party rights, or infringes on any patent, trademark, trade secret, copyright or other proprietary rights of any party.
- Constitutes advertising or promotion, junk mail, spamming, chain letters or any other form of unauthorized solicitation. Links that connect to commercial websites will not be considered unauthorized solicitations unless the link or the website content appears to be intended as a means of solicitation as determined by Sunrise Travel in its sole discretion.
- Contains software viruses, Trojan horses, worms, time bombs, cancelbots or any other computer code or files that are designed to disrupt, damage or limit the functioning of any software or hardware.
- Provides any non-public information about Sunrise Travel or any other company or person without the proper authorization to do so. This includes providing the names, addresses and extension numbers of Sunrise Travel employees and any of the users or participants of the Services.
- Intentionally interferes with the operation of any of the Services included in this Website without limitation, mail or 'post' bombing, news bombing, other flooding techniques, deliberate attempts to overload a system and broadcast attacks.
- Impersonates any person or entity, including Sunrise Travel employees or forges any TCP-IP packet header, email header or any part of a message header. This prohibition does not include the use of aliases or anonymous remailers.
- Attacks or insults another.
- Suggests or encourages illegal activity.

Email, Fax and Other Forms of Electronic Communication

When you have requested for the itinerary or other flight-related documents to be sent to

you by email, fax or other forms of electronic communication (including mobile messages), failure to receive it does not constitute an unsuccessful booking. A booking is deemed successful and complete after payment has been made and confirmed. In the event of any dispute, the booking in the Sunrise Travel database is the primary record of carriage, and will prevail.

Sunrise Travel is not responsible for the delivery of any electronic communication. If you have any queries regarding your booking, please email to: online@sunrisetravel.co.th

Links

This Website may contain links to websites maintained by third parties ("External Sites"). These External Sites are provided for user's reference and convenience only. Sunrise Travel does not operate, control or endorse in any respect such External Sites or their content. User assumes sole responsibility for use of these External Sites and are therefore, advised to examine the terms and conditions of those External Sites carefully.

You must not link to this Website without obtaining the prior written approval of Sunrise Travel. Use of any automated screen capture or screen scraping technologies to obtain information from this site without the prior written approval of Sunrise Travel is an infringement of Sunrise Travel's intellectual property rights.

Security

When you book flights or access your Member Login information, a secure server is used. Secure Server Layer (SSL) encrypts the information you send through this Website. Although Sunrise Travel would use its best endeavor to ensure security, Sunrise Travel makes no warranty in respect of the strength or effectiveness of that encryption and Sunrise Travel is not and shall not be held responsible for events arising from unauthorised access of the information you provide.

Disclaimer

The content on this Website are provided on an "as is" and "as available" basis. You therefore agree that you use this Website and the services provided herein at your sole risk. Sunrise Travel, its officers, directors, employees, partners and suppliers disclaim:

- all warranties or representations of any kind regarding this Website, its operations or the accuracy, reliability, completeness, usefulness, non-infringement of

intellectual property rights, or quality of any information, content or material included herein.

- to the fullest extent permitted by applicable laws, all conditions and warranties, express and implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose or non-infringement;
- all liability to you or anyone else for any direct, indirect, special, consequential or punitive loss or damage (including without limitation loss of revenue, loss of goodwill, loss of reputation and loss of, or damage to, data), incurred or suffered in connection with the use or inability to use this Website whether based in contract, tort or otherwise even if we are informed of their possibility;
- all liability to you or anyone else if interference with or damage to your computer systems occurs in connection with use of this Website or an external site. You must take your own precautions to ensure that whatever you select for use from this Website is free of viruses or anything else that may interfere with or damage the operation of your computer systems.

Our Privacy Policy

We regard your privacy as important. For more detailed information on how we collect and process your personal information, please refer to our Privacy Policy

Our Terms and Conditions of Carriage

The booking and carriage of guests and baggage is subject to the Terms and Conditions of Carriage and Fare Rules.

Governing Law and Venue

This Website is created and controlled by Sunrise Travel in Thailand and you therefore, agree that this Policy and the Specific Terms of Use shall accordingly be governed by the laws of Thailand and you further agree to submit to the exclusive jurisdiction of the Thailand courts.

Miscellaneous

If any provision of this Policy is held to be invalid or unenforceable, such provision shall be severed and the remaining provisions shall be enforced. You may not assign or transfer any of your rights or obligations under this Policy, the Specific Terms of Use or Privacy Policy. Headings are for reference purposes only and do not limit the scope or extent of such section. Sunrise Travel's failure to act with respect to a breach by you or others does not waive Sunrise Travel's right to act with respect to subsequent or similar breaches.

Sunrise Travel does not guarantee it will take action against all breaches of the provisions of this Policy. This Policy and the relevant Specific Terms of Use set forth the entire

understanding and agreement between you and Sunrise Travel with respect to its subject matter.

Sunrise Travel may terminate your use of this Website or any of the Services at any time for any reason or no reason, with or without notice. This Policy and the Specific Terms of Use shall continue to govern all use of this Website and the Services notwithstanding any termination, suspension, or cancellation.

Registration

You are not obligated to register (as a Sunrise Travel member) in order to access the Blog. However you will need to log in or register as a Sunrise Travel member if you wish to post a comment or blog an entry. If you register, a Sunrise Travel member account will be created and you will be given a username and password to use the Blog. All personal information will be handled in accordance with Sunrise Travel's Privacy Policy.

Please note that you are solely responsible for maintaining the confidentiality of your Sunrise Travel member account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur on the Blog under your account or password.

Blog Management

This blog is not intended as a model for visitors to get answers from Sunrise Travel on any issues. It is intended as a means to exchange ideas, observations and solutions. Any comments relating to Sunrise Travel flights and other services will not be displayed. The Blog will not act as a substitute for contacting Sunrise Travel's Guest Support Services or Sunrise Travel's Call Centre.

The views and statements of Sunrise Travel employees who use the Blog are theirs alone and do not represent an official company position.

License

You grant to Sunrise Travel and its designees a perpetual, irrevocable, worldwide, non-exclusive, sub-licensable, and royalty free license to use all or any part of any ideas, expression of ideas, inventions, or other materials you submit, including, without limitation, feedback, comments, documents, suggestions and/or proposals (collectively, 'Contributions') to the Blog without restrictions, notice and compensation to you or any

third party.

The license shall include, without limitation, the irrevocable right to rerecord or modify any audio tracks or visual images you provide, reproduce, prepare derivative works, combine with other works, alter, translate, distribute, download, link to or from, transmit, advertise, market, make, have made, display, perform, and/or license the Contributions or any part or parts thereof, and all rights therein, in the name of Sunrise Travel, or its designees throughout the world in perpetuity in any and all media now or hereafter known.

You agree that Contributions you submit are:

- original and accurate and
- your submission of them and their use as allowed by these Specific Terms of Use do not violate and will not violate the rights of any third party or any local, state, national or foreign law, including but not limited to any right of publicity, right of privacy, right against defamation, libel or slander, or any other proprietary right.

You acknowledge and agree that the relationship between you and Sunrise Travel is not a confidential, fiduciary, or other special relationship. We shall have the right, but not the obligation, to use your name, likeness, biography and other information about you in connection with any use of the Contributions you submit. To the extent Sunrise Travel's Privacy Policy is inconsistent with the provisions of this paragraph; these Specific Terms of Use supersede the Privacy Policy.

By submitting a Contribution, you acknowledge and agree that Sunrise Travel and its designees may create on their own or obtain through submissions to the Blog or otherwise ideas, expression of ideas, inventions, or other materials, including, without limitation, feedback, comments, documents, suggestions, and/or proposals that may be similar or identical to the Contributions you submit through the Blog or other channels and means. You hereby waive any and all claims you may have had, may have, and/or may have in the future, arising out or relating to the fact or contention that the ideas, expression of ideas, inventions, or other materials, including, without limitation, feedback, comments, documents, suggestions, and/or proposals accepted, reviewed and/or used by Sunrise Travel and its designees may be similar to your Contributions.

General Release

You hereby release and agree to hold harmless Sunrise Travel, its subsidiaries, affiliated entities, employees, directors, officers, attorneys, agents, joint venturers, licensees and assigns and each of their respective designees ("Sunrise Travel Entities") and the users of

this Blog with respect to any claims, damages, costs, losses and expenses, including reasonable attorneys' fees, due to or arising out of:

- content, including Contributions which you submit, post, transmit or make available through the Blog
- your use of the Blog and the content herein including any Contributions made by any party; or
- your violation of these Specific Terms of Use and the Policy.

Disclaimer of third-party content

Most of the content posted to the Blog is provided by third parties like you. Such third-party content is the sole responsibility of the person originating that content. Sunrise Travel does not control and is not responsible for this third party content.

You expressly understand and agree that you bear all risks associated with using or relying on that content, and you are responsible for all of your activity on the Blog and for the security of your computer system.

General Practices Regarding Use & Storage

You acknowledge that Sunrise Travel may establish general practices and limits concerning use of the Blog, including without limitation the maximum number of days any uploaded Content will be retained on this Blog, the maximum disk space that will be allotted on Sunrise Travel's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Blog in a given period of time.

You agree that Sunrise Travel has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Blog. You acknowledge that Sunrise Travel reserves the right to log off accounts that are inactive.

Access and Interference

The Blog contains robot exclusion headers. Much of the information of the Blog is updated on a real-time basis and is proprietary or is licensed to Sunrise Travel by our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the Blog for any purpose without our express written permission.

Additionally you agree that you will not, by or through your use of the Blog:

- Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure
- Interfere or attempt to interfere with the proper working of the Blog or any activities conducted on the Blog
- Bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Blog
- Transfer your Sunrise Travel member account (including feedback on the blog) and username to another party without our consent
- Harvest or otherwise collect information about users, including email addresses, without their consent
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Blog
- Provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s)

Enforcement & Site Abuse

Sunrise Travel also may release information concerning your use of the Blog (including posted content, registration information and network records) when Sunrise Travel believes release is appropriate to comply with applicable laws, to enforce or apply these Specific Terms of Use, to protect Sunrise Travel's rights or property, or to protect Sunrise Travel's users from fraudulent, abusive or unlawful use of the Blog, or if Sunrise Travel reasonably believes that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of records.

Please report problems with or offensive content on the Blog, and any violations of these Specific Terms of Use to the moderator.

Cancellation

You understand and agree that the cancellation of your registration is your sole right and remedy with respect to any dispute whatsoever with Sunrise Travel arising out or relating to the Blog. You can cancel your Sunrise Travel member registration by contacting Sunrise Travel at online@sunrisetravel.co.th.

Registered users of the Blog may not allow former users whose registration or ability to

use the Blog has been terminated, suspended, or cancelled to use the Blog through them.

If your registration and/or ability to use the Blog is terminated or suspended, you may not register to join the Blog again without our express written permission.