



## **Attitudestay Co., Ltd. Terms & Conditions**

Thank you for using ATTITUDESTAY. By using the attitudestay.com website or related services (collectively, “Service”) owned by ATTITUDESTAY Corporation (the “Company”), you hereby agree to be bound by these Terms of Service (“Terms”) in full and without modification.

The terms and conditions page was updated on **February 9, 2018**.

### **1. General**

- (a) - The Company reserves the right to update, replace or change the Terms at any time and without notice. The newest version of the Terms will be posted on the Service. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms at any time at: <http://www.attitudestay.com/terms-conditions>.
- (b) - The Company reserves the right to terminate your Account (as defined below) at any time and for any reason, with or without notice. The Company may refuse service to any user.
- (c) - The Company may discontinue the Service or any aspect thereof at any time and without notice.

### **2. Your Account**

- (a) - In order to use all of the features of the Service, you may be required to register for a user Account (the “Account”). You agree to keep your Account password secure and to be responsible for all actions and purchases made through your Account. You further agree that:
  - i. - You are at least 18 years of age.
  - ii. - You have never been banned from the Service.
  - iii. - All information you submit to the Service, including your full legal name, valid email address, and other information, is accurate, complete, and truthful, and will at all times be kept updated.
  - iv. - You will not share your Account with any other person. Your Account may only be used by one person. A single Account shared by multiple people is not permitted.



- v. - You are responsible for all text, images, videos, sound clips, or other content (collectively, “Content”) posted by your Account. You will not post Content that is illegal, offensive, or designed to harass any other person.
  - vi. - You will not use the Service to violate the intellectual property rights of any other person.
  - vii. - You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright or trademark laws).
  - viii. - You will not hack, reverse engineer, decompile, index, scrape, misuse, or interfere with the Service, its network, or its users.
  - ix. - You will not reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by the Company.
- (b) - We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms.
- (c) - Verbal, physical, written or other abuse (including threats of abuse or retribution) of any The Company customer, employee, member, or officer will result in immediate account termination.

### 3. Service

- (a) - The Service functions as a marketplace that allows hotel users who are hosting (“Sellers”) to sell hotel vouchers directly to voucher purchaser users (“Purchasers”) for the Seller's services (“Services”). The Company does not host, endorse, or have any affiliation with any of the services. By hosting or attending a services, you acknowledge and agree that the Company will not be held responsible for the service.
- (b) - Technical support is only provided via email, phone, and live chat on an as-available basis.
- (c) - You understand that the Company uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
- (d) - You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.



#### 4. Payments

- (a) - The Company supports multiple payment methods to facilitate online payments through the Service, including (but not limited to) **PayPal, Payment Gateway** and Bank Transfer (collectively, “Payment Providers”). Sellers use their existing account with any of the supported Payment Providers. For Sellers selling hotel vouchers in THB (Thai Baht), the Company offers ATTITUDESTAY branded payment processing capabilities (“ATTITUDESTAY Payments”) through KTC Payment Gateway. (“KTC”) or through Paypal Inc. (“Paypal”), a third-party payment processor. The KTC Terms and Conditions are available here: [https://www.ktc.co.th/sites/ktc/support/epay/condition/?lang=en\\_US](https://www.ktc.co.th/sites/ktc/support/epay/condition/?lang=en_US) . The User Agreement for Paypal Service are available here: <https://www.paypal.com/ee/webapps/mpp/ua/useragreement-full> . The KTC Privacy Policy is available here: <https://www.ktc.co.th/sites/ktc/support/epay/policy/> . The Privacy Policy for Paypal Service are available here: <https://www.paypal.com/ee/webapps/mpp/ua/privacy-full> . If you use the KTC payment gateway service or Paypal, you agree to the KTC Terms and Conditions and Privacy Policy or User Agreement for Paypal Service and Privacy Policy for Paypal Service for the country in which you are located. The Company does not, at any time, receive or hold any monies intended for event organizers. Please refer to KTC’s Terms and Conditions at <https://www.ktc.co.th/sites/ktc/support/epay/condition/> or User Agreement for Paypal Service at <https://www.paypal.com/ee/webapps/mpp/ua/useragreement-full> if you have any questions about KTC or Paypal.
- (b) - The Company will automatically charge a service charge of THB xxx (adjusted at the conversion rate for international currencies as determined solely by the Company) at the time of any purchase for any Voucher. As a Purchaser, you agree to pay the full price for the Voucher plus the THB xxx service charge per voucher, if the seller chooses to pass on the ATTITUDESTAY service charge to you. As a Seller, you agree to pay the THB xxx service charge per voucher if you choose to absorb the service charge.
- (c) - The Company will charge credit card processing fees to Purchasers in the case of payments made through ATTITUDESTAY Payments. In the case of other



online payment providers, sellers will pay the payment processing fees directly to their payment provider.

- (d) - Payments made through other payment provider or payment methods (including but not limited to wire transfers, check or cash) may be offered in the sole discretion of the Seller for any Voucher. In such cases, the Company will forward an invoice for collection of the fees owed by the Seller. Invoices will be sent via email to the Seller's registered email address on a monthly basis and are due and payable within 15 days of receipt of the invoice. In case of non-receipt of payments, the Company may terminate the account including all current events and might also take other measures to recover the dues as appropriate.

## 5. Refunds and Cancellations

- (a) - Because the Service is merely a marketplace for Sellers and Purchasers, the Company does not offer refunds for any purchases made. Sellers may set their own refund and cancellation policies for their Purchasers. Purchaser must contact Seller directly for refund and cancellation requests and information. Purchaser shall request a refund from the Seller responsible for the voucher in question within 72 hours of the selling date. **UNDER NO CIRCUMSTANCE WILL COMPANY BE RESPONSIBLE FOR ANY PAYMENT, REFUND, OR CANCELLATION DISPUTE BETWEEN SELLER AND PURCHASER.**
- (b) - Purchasers and Sellers will not be refunded any service charges or credit card processing fees even in the event of refunded vouchers, except as provided for in this Section 5(b).
- i. - The Company will refund service charges for test orders.
  - ii. - The Company may, in its sole discretion, offer refunds of the service fees for Vouchers that are cancelled if such voucher payments were processed with a Payment Provider. The Company will refund both the service fees and credit card processing fees for Vouchers that are cancelled if such Voucher payments were processed with ATTITUDESTAY Payments.
  - iii. - Sellers must contact the Company directly to request any refund under this Section 5(b). Purchasers must contact Sellers to arrange for refund requests.



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