

Agreement between Customer and Nook-Dee Resort, Kata Beach, Phuket

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Changes To This Agreement.

Nook-Dee Resort may at any time in its sole discretion modify the terms of access to this Site.

GENERAL

Any claim relating to this Agreement or the Materials shall be governed by the laws of Thailand, exclusive of the choice of law rules thereof. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements. No failure or delay on the part of Nook-Dee Resort in exercising any right or remedy hereunder or enforcing the terms and conditions of this Agreement will operate as a waiver thereof. If any part or provision of this Agreement is found to be invalid, unenforceable or void, then the remaining portion shall remain in full force and effect. Headings are for convenience only and not for use in interpretation of this Agreement.

Any rights not expressly granted herein are reserved.

Use Of The Web Site.

The Nook-Dee Resort reservations feature of this Web Site is provided solely to assist customers in determining the availability of travel-related goods and services and to make legitimate reservations and for no other purposes. You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to use this Web Site in accordance with all terms and conditions herein. You agree to be financially responsible for all of your use of this Web Site. You also warrant that all information supplied by you or members of your household in using this Web Site is true and accurate and without limitation, or any false or fraudulent reservation. You agree that the reservations facilities of this Web Site shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act. You understand that overuse or abuse of the reservation facilities of this Web Site may result in your being denied access to such facilities.

For any reservations or other services for which fees may be charged, you agree to abide by the terms or conditions of purchase imposed, including, but not limited to, payment of all amounts when due and compliance with all rules and restrictions regarding availability of rates, products, or services. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this Web Site.

Nook-Dee Resort Statement and Terms.

We are collectively referred to as 'ND', 'we', 'our' and 'us'

Your privacy is very important to ND. To help protect your privacy, we adhere to the following guidelines:

ND web Site will explicitly ask when information is required that personally identifies you or allows us to contact you. Generally this information is requested when making reservations, joining any ND promotion program, or when requesting a specific service. ('Personal Information')

ND web Site uses your personal information to operate the site, provide services, and to inform you of new features, services, and products. ND web Site may also carefully select other companies to send you information about their products or services. ('Secondary Use')

If the ND Web Site intends to use Personal Information for a Secondary Use, we will provide you with the ability to decline this service.

ND site may disclose Personal Information if required to do so by law, or in good-faith believe that such action is necessary to: (a) comply with applicable law or with legal process served on ND or the site; (b) protect and defend the rights or property of ND or this site.

If at any time you believe that a ND Web Site has not adhered to these principles, please notify ND by e-mail at info@nook-dee.com and we will use all reasonable efforts to promptly determine and correct the problem.