

# Voucher

Booking ID # [REDACTED]

Itinerary: สถานีขนส่งผู้โดยสารเชียงใหม่ แห่งที่ 3 - [REDACTED]

From: Chiang Mai Bus Terminal 3  
To: Sombat Tour Viphavadee 13  
Date: [REDACTED]

Operator: Sombat Tour  
Class: VIP 20  
Hotline: [REDACTED] 2

Passengers (Adult: 1)	Seats	THB
[REDACTED] (M, Passport [REDACTED])	9A	924
	Online Booking Fee	92
	<b>PAID Total</b>	<b>1,016</b>

## Information

### ##General Info:

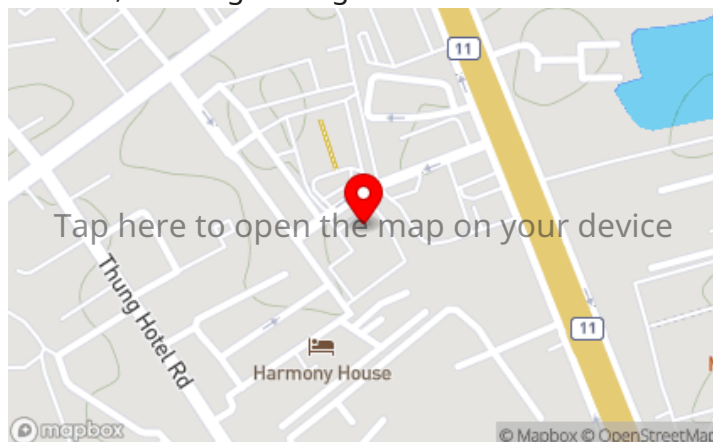
- \* Check-in is required at least 60 minutes before departure time.
- \* Infants under 90 centimetres can ride for free on parent's laps (Free of charge). However, for long-route trips, buying extra seat for infant is preferable.
- \* Pets are NOT allowed.
- \* The free checked luggage allowance is 2 items per person and the total weight must not exceed 25 kg.
- \* 12Go voucher should be exchanged to the actual boarding pass at the boarding point.

### ##Special remarks:

- \* Boarding requires the passenger's original passport and the boarding pass.
- \* \*\* PLEASE BE CAREFUL WITH PASSPORT INFO, the operator may disallow passengers to board if passport number and name are different from the boarding pass.\*\*
- \* Blanket for on-board-only use is available and should be left on the seat before getting off the bus. Taking the blanket along out of the bus might hold the passenger accountable for theft.

Boarding point [Coordinates 18.79986 99.01771](#)

Wat Ket, Mueang Chiang Mai District



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## GENERAL TERMS AND CONDITIONS

These 12Go Group General Terms and Conditions (hereinafter referred to as "the 12GO's Terms") set out the complete terms and conditions, rights and obligations of 12Go Asia Pte., Ltd., including its any and all Affiliates (hereinafter referred to as "12GO"), and you, regarding your booking and purchase of 12GO's products and services.

It is important that you read and understand the 12GO's Terms. If You do not agree to the following 12GO's Terms or are not authorised to do so as well as are not intending to do booking and purchase of 12GO's products and services within conditions other than stated hereof, you should discontinue your booking and purchase.

By entering into the 12GO's Terms, you are willing to become the 12GO's Customer, in this regard to do booking and purchase of 12GO products and services under the 12GO's Terms and provide 12GO with all necessary information required to be fulfilled on 12GO's Internet Sites as well as comply with your rights and obligations under the 12GO's Terms hereof.

You hereby grant 12GO a right to use your personal data required to be fulfilled on 12GO's Internet Sites, to process your payment details, to make all necessary announcements and orders to you, and any and all other requests in connection with your booking and purchase of 12GO's products and services and in accordance with the 12GO's Terms hereof.

## DEFINITIONS AND INTERPRETATIONS:

"12GO's Confidential Information" means full or partial knowledge, data or information relating to the activities or business of each Party that may be either in tangible or intangible form, expressed orally, in writing or in any other form, including, but not limited to, financial information and data, business and financial plans, budgets, prices, marketing strategies, market information, strategic information, information relating to clients, accounting records, including revenues, business secrets, patents, copyrights, trademarks (whether registered or not), trade secrets, service marks, logos, designs, drawings, inventions, invention studies (whether patentable or unpatentable), patterns, mask works, domain names and registrations, trade names, secret formulae, secret processes, computer programs, technologies, processes, systems, ideas, know-how, sector affiliation, photos, computer programs, templates, source and object codes, manuals, reports, records and any other intellectual property or proprietary rights in whatever form of expression; any and all enhancements or derivative works of any of the foregoing; and any and all applications for any of the foregoing, in all countries in the world. The 12GO's Confidential Information is possessed only by 12GO and has actual or potential commercial value due to its obscurity to third parties, to which third parties do not have free access in pursuance of the law.

"12GO's Internet Sites" means any websites, which are in possession of 12GO, mainly <https://12go.asia> and <https://12go.co>.

"12GO's products and services" means any type of Services, etc. which are suggested by 12GO for booking and purchase by a Customer at specified prices, clauses, etc. and in accordance with other conditions set by 12GO. The 12GO's products and services are available in the 12GO's Internet Sites.

"Affiliates" means any entity or person (or collectively entities or persons) who directly or indirectly controls, or is controlled by, or under common control with 12Go Asia Pte., Ltd. For purposes of this definition, "control," "controlling," and "controlled" mean having beneficial ownership of more than 50% of the ownership interests of such person or rights to exercise more than 50% of the voting rights of such person, having the right to elect a majority of the board of directors or other comparable body responsible for management and direction of a person by contract, or having the power to direct or cause the direction of the management and policies of such person, whether by virtue of ownership interests or voting securities, by contract or otherwise.

"Business Day" means any day (other than Saturday or Sunday or holidays) on which banks are open for general business in 12GO's legal domiciles.

"Carriers" means any legal entity or person (or collectively legal entities or persons), who provides and renders relevant type of Services to customers pursuant to a contract of provisions of services concluded between him and them (in the form of tickets or any other) and in accordance with all established procedures, applicable laws and legal requirements, enactments, orders, security guidelines, rules and regulations and other similar legal instruments.

"Customers" means any person or entity who is willing to book and purchase 12GO's products and services on the 12GO's Internet Sites and under the 12GO's Terms.

"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor acting in good faith.

"Insurance Vouchers" means offers of insurance services included in a scope of the Services which are provided by a Supplier and/or Carrier at defined prices with defined scope of services and reimbursement, etc. are types of the 12Go's products and services.

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"Personal data" means any information relating to an identified or identifiable natural person, who can be identified, directly or indirectly, in particular by reference to an identifier of that natural person (including but not limited to a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity, etc.). In connection thereto, the definitions of "personal data" may vary depending on the regulations which are applicable in each case (including but not limited to the provisions of the General Data Protection Regulation (EU) 2016/679, the Singapore Personal Data Protection Act (No. 26 of 2012), the Thailand's Personal Data Protection Act 2019).

"Services" means any type of an activity, entertainment services relevant to recreation and leisure, including vehicle (or any other mode of transport) rental services; and/or hotel services, services of Customers accommodation (including Customer's baggage and belongings) in a certain type of lodging (buildings, apartments, dorms, villas, flats, rooms, etc. or any other); and/or transport services, services of Customers transportation (including Customer's baggage and belongings) to a certain destination; and/or visa support services, services of Customers visas providing or assistance in applying for visa(s) (including but not limited to personal documents collection, embassy appointment, other relevant visa support), and/or insurance services (any available insurance instruments (variable from region to region) which may be presented as contracts to protect Customer's life, health, Customer's baggage and belongings and any other property during their trip based on purchased tickets, against any possible loss and or damage, including a reimbursement of health care costs, repayments of death benefits to designated beneficiaries for life insurance policyholders and any other relevant and designated reimbursement), provided and rendered by a Supplier and/or Carrier in accordance with booked and purchased tickets and/or insurance vouchers.

"Suppliers" means any legal entity or person (or collectively legal entities or persons), who acts on behalf of any Carrier pursuant to agreements or commercial relationships between them, and in accordance herewith provides Customers with information related to relevant type of Services of such Carrier. All information, type of Services, etc. belong to and are controlled by a certain Supplier and/or Carrier.

"Tickets" means offers of certain types of Services which are provided by a Supplier and/or Carrier at defined locations, on defined dates, at defined prices, etc. Tickets are types of the 12Go's products and services.

#### ELIGIBILITY. SUBJECT MATTER

By entering into the 12GO's Terms, you acknowledge and guarantee the full entitlement and authority to enter into the 12GO's Terms and any other documents executed by 12GO that may be associated with the 12GO's Terms, such a right shall be expressed by direct consent with 12GO's Terms within your booking and purchase of 12GO's product and services on the 12GO's Internet Sites (by means of clicking the checkbox "I accept Terms and Conditions and Privacy Policy" placed in the booking and payment window on the 12GO's Internet Sites).

You have no right to enter into the 12GO's Terms if you are not a 12GO's Customer, and / or are direct or indirect competitor of 12GO and are entering into the 12GO's Terms with the certain intent to affect on the competition in order to oust 12GO from relevant markets.

You shall not be entitled to be a 12GO's Customers if you:

introduce yourself in a breach of 12GO's Terms;

make payments which are subject to a chargeback and/or direct or indirect fraud activities or which are reversed or held for any other reason;

make booking and purchase of 12GO's products and services by using a promotional code which is either expired or has not been approved by 12GO;

fail any identity or credit checks carried out by 12GO or on its behalf;

are located at a territory from which 12GO doesn't not accept Customers;

are suspected by 12GO of acting in breach of the terms and conditions governing your account, betting/gaming transactions, and/or any marketing, promotion or any fraudulent or dishonest activities;

become known to 12GO as a person who does not properly fall within the definition of a "Customer".

You agree with all terms and conditions arising from the 12GO's Terms and acknowledge and guarantee not to enter into the 12GO's Terms if you do not conform to the above eligible requirements, otherwise any and all agreements and deeds concluded with you under the 12GO's Terms shall be treated as void and 12GO shall not accept any liability or demands whatsoever resulting from such void agreements and deeds as well as you shall return everything received from 12GO upon such agreements and deeds and promptly repay / reimburse any amount paid by 12GO to you.

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You acknowledge and guarantee that after entering into the 12GO's Terms in compliance with requirements stated hereof you become liable for your entire obligation arising from the 12GO's Terms and other agreements and deeds concluded with 12GO under the 12GO's Terms, and accept such responsibility for the business entity, company or legal person which you present and act on its behalf as well as for all its assigns, assignees, successors, employees, etc.

#### YOUR RIGHTS AND OBLIGATIONS UNDER THE 12GO'S TERMS

By entering into the 12GO's Terms 12GO grants you the right to book and purchase all available 12GO's products and services (subject to a certain Supplier and/or Carrier restrictions) on the 12GO's Internet Sites, in connection with it to make other orders towards your booking and purchase (subject to 12GO's approval).

By entering into the 12GO's Terms you shall:

at any time comply with the 12GO's Terms;

at any time comply with the Suppliers' and Carriers' policies, terms, procedures, enactments, orders, security guidelines, rules and regulations and other similar instruments.

provide 12GO with all required and accurate information in connection with your booking and purchase of the 12GO's products and services and use all reasonable endeavours to provide such information without interruption;

you shall provide 12GO, if so requested, with all additional data and information to enable 12GO to process your booking and purchase of the 12GO's products and services, your personal data, payment details and to perform monitoring of your usage of the 12GO's Internet Sites;

do your booking and purchase of the 12GO's products and services considering all due skill, care and diligence, including Good Industry Practice, and in accordance with established procedures and all applicable laws and legal requirements, enactments, orders, regulations and other similar instruments;

commit to comply with 12GO's security guidelines, rules and regulations;

provide, if required by 12GO, all necessary official and legal documents required by applicable laws and regulations;

ensure that all communications to 12GO are sent by you and on your behalf or of the business entity, company which you present and act on its behalf;

not post on the 12GO's Internet Sites any information and materials which are defamatory, violent, pornographic, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third party rights or may be aimed - at people under 16 years of age, and shall not link to any such information and materials;

not to use the the 12GO's Internet Sites to make any speculative, false or fraudulent requests;

not seek to challenge the validity of 12GO's Intellectual Property Rights;

not register any domain names or keywords, search terms or other identifiers for user in any search engine, portal, sponsored advertising service or other search or referral service that incorporate terms which are identical or similar to 12GO or any other trademarks owned by 12GO and comply at all times with such reasonable guidelines for use of such trademarks as may be issued from time to time;

directly or indirectly not offer any other 12GO's Customer or any contractor / sub-contractor any incentive (including payments of money or other benefits) on behalf of 12GO;

directly or indirectly not encourage or assist any other 12GO's Customer to breach the 12GO's Terms;

directly or indirectly not encourage or not assist any other 12GO's Customer to engage in behavior which in 12GO's reasonable opinion breaches the 12GO's Terms or abuses spirit of promotion, competition, tournament or offers operated by 12GO;

not edit, alter or amend any marketing, promotional and / or creative materials which have been produced by or on behalf of 12GO;

not target contextual advertising to branded keywords of 12GO and the 12GO's Internet Sites;

not use the branded name of 12GO in the announcements of contextual advertising.

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You hereby warrant and acknowledge:

that all information provided to 12GO is correct, true, accurate, current and complete, and you will promptly notify 12GO of any changes;

to secure your account, if any created, on the 12GO's Internet Sites, to supervise and to be completely responsible for any use of your account by anyone other than you;

that you have not previously been suspended by 12GO or otherwise banned from using the Affiliate Program Site;

to keep secret and not to allow third parties to use your login and password details for the 12GO's Internet Sites;

that you will not have more than one account in the 12GO's Internet Sites;

to register in the 12GO's Internet Sites and make booking and purchase of the 12GO's products and services with your official name and details and in accordance with the eligible criteria under the 12GO's Terms. Registration under wrong names and details, pseudonyms or in an abusive way is not allowed.

#### 12GO'S RIGHTS AND OBLIGATIONS UNDER THE 12GO'S TERMS

12GO shall solely determine methods of providing to you 12GO's products and services and all relevant information which are available on the 12GO's Internet Sites.

12GO shall have the full entitlement to use and monitor your personal data, payment details and any other details provided by you in connection to your booking and purchase of the 12GO's products and services on the 12GO's Internet Sites in order to process your booking and purchase stated herein, to ensure that you are complying with the 12GO's Terms, to monitor your usage of the 12GO's Internet Sites.

12GO may deny access to the 12GO's Internet Sites and/or to booking and purchase of 12GO's products and services, reject such booking and purchase as well as delete accounts under the wrong names and details, pseudonyms or created in an abusive way, etc.

12GO is entitled in its sole discretion to deny access to the 12GO's Internet Sites and/or to booking and purchase of 12GO's products and services at any time and for any reason, including, but not limited to, for violation of the 12GO's Terms.

12GO shall use a working tracking-system which is able to determine your ID or any other personal details as well as 12GO uses cookies which allow 12GO to recognise any of (yours) computers when visiting the 12GO's Internet Sites. If a "cookie" is used the tracking time shall be at least thirty (30) days. You shall be immediately informed if any relevant part of the tracking system or content delivery system is modified within a reasonable period of time and if changes need to be done by you. The period of time shall be determined by the complexity of the changes. In the event the tracking system is not working properly, you shall be informed immediately in order to be able to take 12GO's content offline. If tracking is not done by a third party, you may ask 12GO for comparison of 12GO's internal data to verify the correctness of the tracking.

#### BOOKING AND PURCHASE OF THE 12GO'S PRODUCTS AND SERVICES

You hereby guarantee that you have full entitlement to make booking and purchase of the 12GO's products and services as well as making payments for them on the 12GO's Internet Sites.

The 12GO's products and services for booking and purchase are available on the 12GO's Internet Sites. While using the 12GO's Internet Sites and making booking and purchase of the 12GO's products and services you are solely responsible for the accuracy of the information, filled by you, your search requests, navigation through the 12GO's Internet Sites, checking of the availability of the 12GO's products and services, understanding and awareness of all information you obtained in connection to your booking and purchase of the 12GO's products and services. 12GO is not responsible for your activities in connection with it.

You hereby acknowledge and understand that you are solely responsible for checking, understanding and complying with all policies, terms, procedures, enactments, orders, security guidelines, rules and regulations and other similar instruments (including but not limited to bookings, changes, modifications, cancellation and refunds) in connection to booking and purchase of the 12GO's products and services; which may be established by 12GO and/or Suppliers and/or Carriers, and may be (but not obligatory) available on the 12GO's Internet Sites.

While making booking and purchase of the 12GO's products and services on the 12GO's Internet Sites you are entitled to choose any applicable payment option, currencies, etc. provided by 12GO.

12GO is fully entitled to apply services fees for booking and purchase of the 12GO's products and services. Such fees are set additionally to the fares provided by a certain Supplier and/or Carrier, and may constitute a fee be due to 12GO for booking

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and purchase and other assistance (support) services in connection hereto. You acknowledge that 12GO's service fees are fully payable by you and not the subject to refund policies.

You hereby acknowledge and understand that you are solely responsible for checking, understanding and complying with all all policies, terms, procedures, enactments, orders, security guidelines, rules and regulations and other similar instruments (including but not limited to the process of payments, their changes, modifications, cancellation and refunds) in connection to your payments for the booked 12GO's products and services; which may be established by 12GO or by a payment operator, bank or financial institution, the method of which you selected for your payment for the 12GO's products and services, and may be (but not obligatory) available on the 12GO's Internet Sites.

12GO is solely entitled to choose any preferable payment method and apply any real-time exchange rate of any preferable bank and/or payment operator and/or financial institution.

All payments are deemed to be inclusive of any tax, bank commission or similar to them. You are responsible for paying all costs and expenses incurred in connection with payments unless otherwise prior agreed with 12GO. You are also responsible for paying taxes in accordance with all applicable laws and regulations, 12GO shall have no such responsibility on your behalf.

12GO shall be entitled, but not obliged, to set-off any amount owed to you as a result against future payments.

You hereby acknowledge and understand that booked, purchased and confirmed 12GO's products and services may be changed or cancelled (by 12GO and/or by a certain Supplier and/or Carrier or by virtue of any other reason), and you shall not be entitled for the future performance. In such cases, 12GO shall undertake to exert reasonable effort to notify you directly of the cancellation or change of the purchased 12GO's products and services, and to provide assistance services (support). Where it is applicable you may be subject to refund policies, however depending if such policies are applicable by a certain Supplier and/or Carrier, 12GO is not responsible for a refund due to you in case it is not covered by such policies.

In the 12GO's Internet Sites you are able to review all your bookings and purchases of the 12GO's products and services, your personal and payment details and statements, any other relevant information in connection with it. 12GO shall endeavour to ensure that such details and statements will be updated immediately but has no obligation to do so, all such details and statements are for information purposes only.

12GO in its complete discretion is entitled to modify, alter or amend as well as to withdraw or deny your bookings and purchases, payment options and other details stated hereof, at any time by giving notice to you. In such a case, you are able to select any other bookings and purchases, payment options and other details on the 12GO's Internet Sites or provided by 12GO.

#### PRIVACY POLICY

12GO believes in protection of any of your privacy information and processes your personal data in accordance with the 12GO's Privacy Policy. Your personal data should enjoy appropriate protection and be the subject of confidentiality.

You grant the full entitlement to 12GO to use any of your personally identifiable information and other information gathered by 12GO from you under the 12GO's Terms and share with its Affiliates and business partners (agents, distributors, subcontractors, and other affiliates) or other third parties, if applicable under the relevant laws and regulations, to ensure the performing of 12GO's products and services booked and purchased by you.

#### LICENCE. INTELLECTUAL PROPERTY RIGHTS. SECURITY

12GO grants you a non-exclusive, free of charge, and worldwide right and licence to use the 12GO's Internet Sites in order to get all necessary information in connection to your booking and purchase of the 12GO's products and services, as well as to make the stated bookings and purchases.

You acknowledge that the ownership of all title in and to all intellectual property rights, including patent, trademark, service mark, copyright, and trade secret rights, in all products provided by 12GO or became available to you and the underlying technology including but not limited to the software, source and object code, and know-how embodied and expressed in all products of 12GO, including its architecture, structure, sequence, and organisation, any inventions, drawings, performances, software, databases and methodologies in or specifically related to such products, website, advertisements, promotional literature, mailers and catalogues shall remain with 12GO at all times ("12GO's products and IPR"). You acquire only a limited right and licence to use 12GO's products and IPR under the 12GO's Terms and do not acquire any ownership rights or title in 12GO's products and IPR, either express or implied.

You shall not copy, translate, disassemble, or decompile, re-sell, grant any rights to third parties, lease, time-share, lend or rent any of 12GO's products and IPR, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the 12GO's products and IPR, and the underlying technology licensed hereunder or use it to create a derivative work, unless authorised in writing by 12GO.

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You shall also not commit or permit or otherwise cause the commission of any abuse such as (a) sharing passwords and other authentication credentials; or (b) permitting the use of the 12GO's products and IPR by any third party in a manner that subverts the need of such third party to purchase rights of use for the 12GO's products and IPR. Other than as specified hereof, any tools licensed with or included in the 12GO's products and IPR may not be copied, in whole or in part, without the express written consent of 12GO.

You shall in no manner whatsoever remove any proprietary, copyright, trademark or service mark of 12GO from the 12GO's products and IPR.

You shall immediately notify 12GO if any claim or demand is made or action brought against it for any infringement or alleged infringement of any of 12GO's products and IPR.

You acknowledge and guarantee that you won't in any way register, apply for, merchandise, sell, offer, solicit, sub-license, provide, grant access, forward, publish or distribute domain names similar to those of 12GO as well as all 12GO's products and IPR.

Nothing in the 12GO's Terms purports to grant a licence, provide any warranty or offer any indemnity in respect of any data that is not owned by the 12GO. In the event if you require an access to any such data, you agree to give to 12GO an opportunity to secure rights to the same and (if it becomes necessary to do so) you shall be obliged to pay all costs of securing a licence to the same from the relevant third party data owner otherwise 12GO may immediately terminate any agreement made with you in connection with the 12GO's Terms.

You acknowledge that the security of 12GO's products and IPR, and any other systems and data in connection with it is fundamental for cooperating with 12GO. If you become aware of a breach or potential breach of security relating to 12GO's products and IPR, you shall immediately notify 12GO of such breach or potential breach and use your best endeavours to ensure that any potential breach does not become an actual breach and / or to remedy any actual breach and its consequences.

#### CONFIDENTIALITY

You shall not use the 12GO's Confidential Information for any purpose other than in pursuance of your rights and obligations under the 12GO's Terms, nor disclose the 12GO's Confidential Information to any person except with prior written consent of 12GO and shall follow Good Industry Practice to prevent use or disclosure of the 12GO's Confidential Information.

Such obligations will not apply to any Confidential Information that:

is, or later becomes, public knowledge other than by breach of the provisions of the 12GO's Terms;

was known by or was in your possession with the full right to disclose prior to its receipt, as evidenced by written records;

is or becomes available on a non-confidential basis from another source;

is independently developed by you;

is independently received by you from a third party, with no restrictions on disclosure.

Any unauthorised disclosure of the 12GO's Confidential Information shall mean any action or inaction of you as a result that the 12GO's Confidential Information in any possible form or way (oral, written, electronic or other, including through technical hardware, etc.) becomes known to third parties without prior written consent of 12GO.

In case of the unauthorised disclosure of the 12GO's Confidential Information by you, you shall undertake all measures to prevent all losses or other negative consequences and effects to 12GO caused by such loss or such disclosure as well as further disclosures. In any case, you shall be liable for any unauthorised disclosure of the 12GO's Confidential Information, and 12GO will have a full entitlement for propriety reimbursement from your side including but not limited to court proceedings, reimbursement of real and potential damages, consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if applicable, recovery of business reputation, termination of contracts concluded by you in the breach of 12GO's Terms and unauthorised disclosure of 12GO's Confidential Information.

The 12GO's Confidential Information may be disclosed without prior written consent only in the following cases:

to audit organisations (auditors) for carrying out an audit, upon their request, and only in cases when the disclosure of the 12GO's Confidential Information is required for conduction of such an audit. At the same time; and

to public agencies, state authority and persons authorised to request such information in accordance with the applicable law, on the basis of a formal request for providing such information or in order for providing state public accountability.

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At the same time you undertake to inform the auditing organisation (auditor), public agency, state authority and other authorised persons that such provided information is the 12GO's Confidential Information in respect of which the auditing organisation (auditor) should ensure the requirements of the confidentiality stated hereof;

You may disclose the 12GO's Confidential Information to the business entity, company which you present and act on its behalf as well as to its directors, officers, employees, advisers, agents and representatives to the extent that such disclosure is reasonably necessary in order to comply with its obligations under the 12GO's Terms. At the same time, you shall be responsible for any breach by such persons, stated hereof for any unauthorised disclosure of the 12GO's Confidential Information.

If there is no any necessity in the 12GO's Confidential Information use pursuant to a requirement of 12GO or in case of termination or expiration of any agreement made with you in connection with 12GO's Terms, you are obliged to return all originals and all copies of the 12GO's Confidential Information to 12GO, or destroy all copies of the 12GO's Confidential Information in your possession, and (if so requested by 12GO) shall use all reasonable endeavours to destroy all copies of the 12GO's Confidential Information stored electronically except to an extent that it is obliged to retain such information under any law and regulation.

The confidentiality and non-disclosure terms stated hereof shall survive any cooperation between you and 12GO made in connection with the 12GO's Terms.

You acknowledge that at anytime you shall not use 12GO's Confidential Information, 12GO's products and IPR, including also confusingly similar spellings of trademarks, designations or brand names, as an internet domain or as part of a domain name, or in connection with internet search engine advertising such as, for example, Google, AdWords, Yahoo Search Marketing, Bing or any other sponsored links (keyword search marketing), neither as keywords, nor in advertising texts including title, text and displayed URL. Furthermore, this obligation must also be considered extended to the possible inclusion of negative or erroneous words relating to the Supplies and/or Carriers brands in the search engines.

#### FREEDOM OF ACTIONS. EXCEPTIONS

Nothing in the 12GO's Terms shall constitute, or be deemed to constitute you and 12GO as a partnership, association, joint venture or other co-operative entity; or authorise one of both, you and 12GO, to make or enter into any commitments for or on behalf of each other.

You shall not assign, transfer, sell, novate, declare a trust of or otherwise dispose of any of your rights and obligations under the 12GO's Terms, or any part thereof, without prior written consent and approval of 12GO. 12GO may assign or subcontract any of its rights and obligations under the 12GO's Terms to any company from its Group at any time without giving notice to you.

#### LIABILITY. INDEMNITY. LIMITATIONS

You are liable to 12GO for all of your obligations arising from the 12GO's Terms.

12GO shall have the full right to require any reimbursement from you in following cases:

if any breach occurs due to your own default, or personally fault and omission, or fault and omission of the business entity, company which you present and act on its behalf as well as of all its assigns, assignees, successors, employees, etc.; and/or

if you do not comply with your obligations stated in the 12GO's Terms, and

at the same time 12GO has been or is being involved in any reimbursement or claims against it in such cases.

12GO shall not accept any liability or demands whatsoever resulting from or related to any changing of any information related to the 12GO's products and services, to services of a certain Supplier and/or Carrier, changing and/or cancellation of booked and purchased 12GO's products and services, to the process of booking and purchase of the 12GO's products and services or fulfilment of any information described in the 12GO's products and services and/or contained in the 12GO's Internet Sites and/or requested to be fulfilled by a certain Supplier and/or Carrier, and/or to the process of the Services provision, as well as to the quality of the Services which is being provided or have been provided by a certain Supplier and/or Carrier, for the process and quality of any additional services which are being or have been provided by a certain Supplier and/or Carrier additionally to the Services.

12GO HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE 12GO'S PRODUCTS AND SERVICES PROVIDED HEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS ONLY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, 12GO FURTHER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY THAT SERVICES PROVIDED WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE.

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You shall indemnify and hold harmless 12GO from and against any and all losses, demands, claims, damages, costs, expenses (including but not limited to real and potential damages, consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by 12GO in consequence of any breach by you of your obligations under the 12GO's Terms.

You shall indemnify, defend and hold harmless 12GO, its Affiliates, current and former employees, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against all claims, including third-party claims, demands, loss, damage or expense (including attorney fees) relating to:

the negligence, recklessness or willful misconduct of you or any party under direction or control of you as well as the business entity, company which you present and act on its behalf as well as for all its assigns, assignees, successors, employees, etc.;

a material breach of the 12GO's Terms by you; or

the damage, loss or destruction of any property of you and the business entity, company which you present and act on its behalf, or injury or death to any persons resulting from the actions or inactions of you and / or the business entity, company which you present and act on its behalf as well as all its assigns, assignees, successors, employees, etc., insofar as such damage arises out of or is in the course of fulfilling your obligations or default of you.

The limitation of 12GO's liability for which you may commence proceedings against 12GO to recover on any claim shall be not more than volume of total price of 12GO's products and services booked and purchased by you under the 12GO's Terms within the last six (6) months prior the date when you become aware or should reasonably have become aware of a breach and that would form the subject of the claim. The time limit within which you may commence proceedings against 12GO to recover on any claim shall be one (1) year from the date when you become aware or should reasonably have become aware of a breach and that would form the subject of the claim.

No exclusion or limitation set out in the 12GO's Terms shall apply in the case of (i) fraud or fraudulent misrepresentation; (ii) death or personal injury resulting from the negligence of any both, you and 12GO, or any of your or 12GO's directors, officers, employees, advisers, agents and representatives.

Both, you and 12GO, shall not be responsible for partial or full default of obligations stipulated in the 12GO's Terms if such failure was by reason of Force Majeure. Force Majeure shall mean natural disasters, and other abnormal weather conditions, man-made disasters, riots, acts of war, a state of emergency, strikes, embargoes, economic blockade, international economic sanctions, acts and actions of the authorities, which led to the impossibility of execution of any of the obligations stated hereof. In the case of Force Majeure, both, you and 12GO, shall promptly notify each other in writing form. All the deadlines for the execution of the 12GO's Terms shall be extended according to the time of Force Majeure. If Force Majeure is for more than two (2) months, both, you and 12GO, shall hold additional negotiations to find acceptable alternative methods of execution of the obligations arising from the 12GO's Terms.

#### NOTICES. COMMUNICATION

Both, you and 12GO, shall together determine the content of any communications concerning the relationship between each other. Such communications shall be issued at a time and in a manner agreed by both, you and 12GO.

12GO should send all notices and communications to you by (email and others) addresses provided by you in the 12GO's Internet Sites or by other way prior mutually agreed with 12GO.

You should send all notices and communications to 12GO with use of the 12GO's Internet Sites.

Notices and communications will be deemed received four (4) hours after being sent provided that if such notice would then be deemed to have been received outside the hours of 10am (10:00) to 7pm (19:00), it will be deemed to have been received at 10am (10:00) on the next Business Day.

#### MISCELLANEOUS

The 12GO's Terms shall come into effect after the expression of your direct consent with 12GO's Terms within your booking and purchase of 12GO's products and services on the 12GO's Internet Sites (by means of clicking the checkbox "I accept Terms and Conditions and Privacy Policy" placed in the booking and payment window on the 12GO's internet Sites).

The 12GO's Terms shall remain in effect unless you receive the 12GO's products and services booked and purchased by you in full, taking into consideration that such services will be provided by a certain Supplier and/or Carrier and 12GO will have

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limited responsibilities as stated hereof.

Termination or expiration of the 12GO's Terms does not preclude any provision of the 12GO's Terms, which is to operate even after expiration or termination.

The provisions of the 12GO's Terms shall be severable if any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by applicable law.

The 12GO's Terms embody the entire agreement between you and 12GO relating to the subject matter hereof and at any time may not be waived, amended or modified by you. 12GO is entitled at any time to waive, amend or modify the 12GO's Terms without prior notification to you. The latest version of the 12GO's Terms is always available on the 12GO's Internet Sites, and you hereby represent that you shall be acquainted with the latest version of 12GO's Terms on your own.

You shall not at any time assign your rights and obligations arising from the 12GO's Terms to any third party.

12GO in its sole discretion may assign its rights and obligations arising from the 12GO's Terms to any of its Affiliates, subsidiary, branch, headquarters, affiliate persons, etc.

The 12GO's Terms shall be governed by and construed in accordance with the substantive laws of Singapore. Any and all disputes or discrepancies arising from the 12GO's Terms or in connection herewith shall be resolved by amicable settlement. Should you and 12GO fail to resolve any such disputes or discrepancies by amicable settlement within a reasonable period of time which shall not exceed thirty (30) Business Days, any such disputes or discrepancies shall be settled by the general or arbitrary courts of Singapore. The language of proceedings shall be English.

You hereby represent that you are acquainted with all meanings of any and all expressions used hereof. In case of any doubt, you acknowledge that the meaning of any ambiguous or imprecise expression used hereof was explained to you in due course and in a due manner.

You hereby agree that you will at all times act to perform your rights, duties and obligations in connection with the 12GO's Terms in good faith and Good Industry Practice with respect to 12GO and its Affiliates.

The 12GO's Terms are executed in English. All correspondence, all disputes and discrepancies as well as any court (arbitration) settlement between you and 12GO shall be executed in English. In case of translation of the 12GO's Terms, as well as any amendment to it and correspondence upon it, into any other language, the English version prevails.

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