

Web Site Policy

Introduction

The policies set out below apply to your use of this web site including the use of the information services offered on the Site.

In accessing and using the Site, you agree to be bound by these policies so please carefully read this section before proceeding.

If you do not accept these policies, you must refrain from using the Site.

These policies must be read in conjunction with any other applicable terms and conditions governing the use of the Site.

Policies

1. Site

The Site makes available information relating to resort owned or managed by Chene Creek Resorts Private Limited (Trading as Golden Valley Resort) a company constituted under the laws of India.

2. Trade Marks

The Site contains "Chene Creek Resorts Pvt Ltd" trade and service mark to distinguish its services and products. This trade and service mark and related intellectual property is protected from copying and simulation under national and international laws and may not be reproduced or copied without the express prior written consent of 'Chene Creek Resorts Pvt Ltd'

Without limitation, you must not use any of the said trade or service mark:

in or as the whole or part of your own trade marks;

in connection with activities, products or services which are not undertaken or provided by Chene Creek Resorts Pvt Ltd;

in a manner which may be confusing, misleading or deceptive; or

in a manner that disparages Chene Creek Resorts Pvt Ltd or its information, products or services (including this Site).

3. Copyright

The information, text, graphics, images, sounds, links and all other information and software published or otherwise contained in the Site ("Information") are either owned exclusively by Chene Creek Resorts Pvt Ltd or licensed by Chene Creek Resorts Pvt Ltd and except as specifically provided in these Conditions may not be copied, distributed, displayed, reproduced or transmitted, in any form or by any means whether electronic, mechanical, photocopying, recording, or otherwise, without the prior written approval of Chene Creek Resorts Pvt Ltd. Without limitation you may not, without such approval from Chene Creek Resorts Pvt Ltd, create derivative works from any part of the Site or commercialise any Information, products or services obtained from any part of the Site. Information procured from a third party may be the subject of copyright owned by that third party.

4. Your Use

The Site is for your personal non commercial use and the Information may be downloaded or printed by you solely for that purpose.

This right to use the Information is a license only, not a transfer of title, and is subject to the following restrictions:

the Information may not be used for any commercial purpose or public display, performance, sale or rental;

no copyright or other proprietary notices may be removed:

the Information may not be transferred to another person;

software may not be interfered with in any manner;

every person downloading, reproducing or otherwise using the Information must prevent any unauthorized copying of the Information;

you will only use the Information for lawful purposes and in accordance with these Conditions.

5. Information

You accept that all Information provided on the Site or any other material accessed through the Site including via any Linked Web Site (refer Condition 8) is general information and is not in the nature of advice.

You also accept that all of the Information is provided on an "as is" basis and to the extent permitted by law, is provided without any warranty, representation or condition of any kind whether express, implied, statutory or otherwise. You assume all responsibility and risk for your use of or reliance upon the Information and the Site or any other material accessed through the Site including via any Linked Web Site.

Whilst Chene Creek Resorts Pvt Ltd seeks to ensue that the Information is reliable and accurate, errors and omissions may occur and therefore, to the extent permitted by law, Chene Creek Resorts Pvt Ltd does not make or give any representation or warranty (express or implied) of any kind as to any matter relating to the Site and any Linked Web Site, including without limitation, as to merchantability, non infringement of intellectual property rights or fitness for purpose.

In particular Chene Creek Resorts Pvt Ltd does not warrant that:

the Information or any other material accessed through the Site including via any Linked Web Site is reliable, accurate or complete including, without limitation, information relating to prices and availability; or

your access to Information or any other material accessed through the Site including via any Linked Web Site will be uninterrupted, timely or secure.

Chene Creek Resorts Pvt Ltd is not liable for any loss (direct or indirect) resulting from any action taken or reliance made by you on the Information or any other material accessed through the Site including via any Linked Web Site. You should make your own inquiries and seek independent professional advice before acting or relying on any such information or material.

Chene Creek Resorts Pvt Ltd may from time to time update, modify or add to the Information, including these Conditions and absolutely reserves the right to make such

changes without any obligation to notify past, current or prospective users of the Site. Unless otherwise specified to the contrary all new Information shall be subject to these Conditions.

Chene Creek Resorts Pvt Ltd does not guarantee that the Site will operate continuously or without interruption or be error free. In addition, Chene Creek Resorts Pvt Ltd may also suspend or discontinue any aspect of the Site at any time without being liable for any direct or indirect loss as a result of such action.

6. Liability Disclaimer & Exclusion

In no event shall Chene Creek Resorts Pvt Ltd be responsible for any direct, indirect, special, incidental or consequential loss or damage, however arising and whether in contract, tort or otherwise, which you may suffer in connection with or arising out of:

your use of the Site or any Linked Web Site; or

your use of or reliance on Information or any other material accessed through the Site including via any Linked Web Site;

including without limitation, loss or damage by way of loss of profits, loss of business opportunity, business interruption or loss of information.

These Conditions do not purport to exclude liability arising by any applicable law if, and to the extent, such liability cannot be lawfully excluded, however, to the extent permitted by law, all warranties, terms or conditions which would otherwise be implied into these Conditions are hereby excluded.

Where applicable law implies any warranty, term or condition, and that law prohibits exclusion or modification of the application of or the liability of Chene Creek Resorts Pvt Ltd under, any such warranty, term or condition, then the liability of Chene Creek Resorts Pvt Ltd shall include liability for that warranty, term or condition but such liability will be limited for a breach of that warranty, term or condition to one or more of the following:

if the breach relates to services, the supply of the services again or payment of the cost of having the services supplied again; and

if the breach relates to products and the products can be repaired, repair of such products or payment of the costs of having the products repaired, but otherwise, replacement of the products or the supply of equivalent products or payment of the cost of replacing the products or of acquiring equivalent products.

7. Specific Warnings

You must ensure that your access to and your use of the Site is not illegal or prohibited by laws which apply to you.

You must take your own precautions that the process which you employ for accessing the Site does not expose you to the risk of virus, malicious computer code, computer program routine or process or other forms of interference which may damage your own computer system. Without limitation, you are responsible for ensuring that your own computer system meets all relevant technical specifications necessary to use the Site and is compatible with the Site. For the removal of doubt, Chene Creek Resorts Pvt Ltd does not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of the Site or any Linked Web Site.

Chene Creek Resorts Pvt Ltd does not guarantee or warrant that any material available for downloading from the Site or any Linked Web Site will be free from any virus, infection or other condition which has contaminating or destructive properties. You are responsible for

taking sufficient precautions and checks to satisfy your own particular requirements for accuracy of data input and output.

You must ensure that any information which you provide to Chene Creek Resorts Pvt Ltd is accurate and complete and does not contain any virus, malicious computer code, computer program routine or process or other form of interference which may damage the computer system of Chene Creek Resorts Pvt Ltd or the Information or which may detrimentally interfere with or surreptitiously intercept or expropriate any Chene Creek Resorts Pvt Ltd system, data or information.

8. Linked Websites

The Site may contain links to other web sites ("Linked Web Sites"). Those links are provided for convenience only and may not remain current or be maintained.

You acknowledge and agree that Chene Creek Resorts Pvt Ltd does not have any control over the content or availability of Linked Web Sites and accepts no responsibility for the content, privacy practices or any other aspect of Linked Web Sites.

Links with Linked Web Sites should not be construed as an endorsement, approval or recommendation by Chene Creek Resorts Pvt Ltd of the owners or operators of those Linked Web Sites, or of any information, graphics, materials, products or services referred to or contained on those Linked Web Sites, unless and then only to the extent expressly stipulated to the contrary.

9. Reservations

The reservations feature of the Site is provided solely to assist customers in determining the availability of travel related services and products and to make legitimate reservations and for no other purpose.

You warrant that you are at least 18 years of age, possess the legal authority to enter into the legal agreement constituted by your acceptance of these Conditions and to use the Site in accordance with such Conditions.

You agree to be financially responsible for your use of the Site including without limitation for all reservations made by you or on your account for you, whether authorised by you or not. For any reservations or other services for which fees may be charged you agree to abide by the terms or conditions of supply including without limitation payment of all moneys due under such terms or conditions.

The Site may contain details of resort charges and room rates (including any available special offers) for resort owned by Chene Creek Resorts Pvt Ltd

Reservation terms and conditions of booking are set out on the Site and payment will be in accordance with the procedure set out in such terms and conditions.

No contract will subsist between you and Chene Creek Resorts Pvt Ltd in respect of any services or products offered through the Site unless and until Chene Creek Resorts Pvt Ltd accepts your order by e-mail confirming that it has accepted your reservation, booking or order and any such contract shall be deemed to incorporate the resort reservation terms and conditions of booking. Any other relevant terms and conditions relating to particular services or products are set out in the Site.

You undertake that all details you provide to in connection with any services or products which may be offered by Chene Creek Resorts Pvt Ltd on the Site (including room reservations) will be correct and, where applicable.

10. Security & Non Confidentiality

Electronic transmissions of data including the Internet are public media and any use of such media is public not private.

Information related to or arising from such use is either public or the property of those collecting the information and not personal or private information.

Chene Creek Resorts Pvt Ltd does not warrant and cannot ensure the security or confidentiality of any information which you transmit to Chene Creek Resorts Pvt Ltd. Accordingly, any information which you transmit to Chene Creek Resorts Pvt Ltd is transmitted at your own risk.

11. Termination of Access

If you breach any of these Conditions your license to use the Site will terminate immediately without the necessity of any notice being given to you.

Otherwise access to the Site may be terminated at any time by Chene Creek Resorts Pvt Ltd without notice.

The provisions of these Conditions excluding, limiting and disclaiming the liability of Chene Creek Resorts Pvt Ltd will nevertheless survive any such termination.

12. General

Chene Creek Resorts Pvt Ltd does not accept any liability for any failure by Chene Creek Resorts Pvt Ltd to comply with these Conditions where such failure is due to circumstances beyond its reasonable control.

If Chene Creek Resorts Pvt Ltd waives any rights available to it under these Conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

If any of these Conditions are invalid, unenforceable or illegal for any reason, the remaining Conditions shall nevertheless continue in full force.

You are completely responsible for all charges, fees, duties, taxes and assessments arising out of the use of the Site.

13. Governing Law & Jurisdiction

These Conditions are governed by the laws in force in India and you agree to submit to the exclusive jurisdiction of the courts of India.

14. Return to Site

To return to the Site, click where indicated. By doing so, you acknowledge that you have read, understood and accepted these Conditions.