

PRIVACY POLICY

The website located under the domain www.karismahotels.com (the "Website") is operated by Karisma Hotels and Resorts Corporation ("we," "our," or "us"), a British Virgin Islands business company. We provide business management services for certain hotels and resorts in Mexico that are owned and operated by third party hotel owners and hotel asset managers ("Karisma Hotels and Resorts"). Karisma Hotels and Resorts, our and their affiliates, and our and their third party service providers and suppliers are referred to herein as "Affiliated Parties." By using our Website, you consent to the collection, use, and disclosure of information in accordance with the terms of this Privacy Policy. We therefore suggest that you review this Privacy Policy carefully.

TYPES OF INFORMATION WE COLLECT:

We collect information about visitors to our Website in order to provide an experience that is responsive to our visitors' needs.

We may collect personally identifiable information (PII) from you in connection with: (i) fulfilling reservation or information requests, (ii) purchasing products, and/or (iii) responding to communications from us (e.g., surveys, promotional offers, or reservation confirmations). We collect such information only with your knowledge. The types of PII that we collect may include your name, home, work and e-mail addresses, telephone and fax numbers, credit card information, date of birth, gender, and lifestyle information (i.e., room preferences, leisure activities, names and ages of children) and other information necessary to fulfill special requests (e.g., health conditions that require special room accommodations).

We may also collect non-personally identifiable information about you (i.e., IP addresses, domains, browser type and version, and operating system) and aggregated data relative to your use of the Website and responses to promotional offers and surveys.

COLLECTION OF INFORMATION:

We collect information via our Website that you voluntarily provide to us, for example, by completing online forms or e-mailing us. You will always be given the choice not to submit your PII or to decide what communications you want to receive from us. In addition, we use various web tools such as cookies, web beacons, and other technology that are sent to and stored on your hard drive. This will automatically collect and log web usage data from you when you visit our Website. Information, including your IP address, referring website, pages viewed, and length of visit, informs us about how you use and navigate our Website, and helps us monitor, customize, and enhance your experience on the Website. Such Website usage information is not PII, unless it is associated with other information by which you can be personally identified.

Most browsers are initially set to accept cookies. You can set your browser to notify you when you have received a cookie, giving you the opportunity to decide whether to accept it. You have the option to reject our cookies and still use our Website, but you may not be able to access or use some of the features we offer on our Website.

USE AND DISCLOSURE OF INFORMATION:

We are fully committed to providing you with information about the collection and use of PII furnished by, or collected from, visitors while using our Website, products, and services. It is our practice not to ask you for PII unless we need it or intend to use it. Some of the primary purposes for collecting your PII are as follows:

providing services such as processing a transaction (e.g., making a reservation, fulfilling a request for information, or completing a product order);

marketing and communications with you in relation to the products and services offered by us, Karisma Hotels and Resorts, and our and their strategic marketing partners and other trusted third parties;

providing contests and special offers to you for your voluntarily participation; and

performing market research via surveys to better serve your needs, improving the effectiveness of our Website, your hotel experience, our various types of communications, advertising campaigns, and/or promotional activities.

In the course of processing your information and providing services to you, we may share information that you provide to us, including your PII, with Affiliated Parties for the purposes outlined within this Privacy Policy. However, as a general practice, we do not sell, rent, or provide your PII to unaffiliated third parties. Unless specifically noted herein, situations in which we may disclose your information to unaffiliated third parties shall be limited to:

when we have received your consent to do so;

in situations where sharing or disclosing your information is required in order to offer or provide you products or services you desire (e.g., a vacation package);

when companies or services providers that perform business activities on behalf of us require such information (e.g., credit card processing, customer support services, market research administration or database management services) and such companies or service providers may have independent rights to your PII if you disclose your PII to them on a website governed by their privacy policy;

when a hotel or other property leaves the Karisma Hotels and Resorts system and access to your PII is necessary to facilitate business operations or meet contractual obligations;

in the event we or a Karisma Hotel and Resort property is merged or acquired by another company; and

in case of emergency (i.e., to safeguard the life, health, or property of an individual).

In addition to the circumstances described above, we may disclose information: (i) if required to comply with law or court order, or as requested by other government or law enforcement authority, (ii) or in the good faith belief that disclosure is otherwise necessary or advisable including, without limitation, to protect the rights or properties of us or our Affiliated Parties; (iii) when we have reason to believe that disclosing the information is necessary to identify, contact or bring legal action against someone who may be causing interference with our rights or properties, whether intentionally or otherwise, or (iv) when anyone else could be harmed by such activities.

If your PII is shared as mentioned above, we seek to limit the scope of information that is furnished to the extent necessary for the performance of the specific function. Unless otherwise precluded by, we require third parties to agree to protect your PII, abide by applicable privacy laws and regulations, and we grant to such third parties no independent rights to the PII.

We may use aggregated, non-personally identifiable information for purposes of: (i) website administration and (ii) to compile information about usage of our Website and services. We may share aggregated information (which does not contain your PII) with third parties (i.e., advertisers and marketing partners.)

ACCESS TO PII; ABILITY TO OPT OUT:

Reviewing and Updating Information. To ensure that your PII is accurate and up-to-date, we encourage you to regularly review and update your information as appropriate (e.g., in the event your home or e-mail address changes, or you wish to add an additional method for us to communicate with you). You can review and update your PII by contacting us at websupport@karimsahotels.com. To protect your privacy and security, we may take reasonable steps to verify your identity before we disclose or make any corrections to such information. If, upon review, you wish to deactivate your profile, or update your PII, we will endeavor to do so in a timely manner. Occasionally, information that you request to be removed will be retained in certain files for a period of time in order to properly resolve disputes or to troubleshoot problems. In addition, some types of information may be stored indefinitely on "back up" systems or within log files due to technical constraints, or financial or legal requirements. Therefore, you should not always expect that all of your PII will be completely removed from our databases in response to your request.

Opt Out. You can let us know that you do not wish to receive information about new products and services and special offers from us, or that you do not wish to have us share your PII with affiliated third parties (other than to the extent necessary to fulfill your request for products or services), by contacting us at websupport@karimsahotels.com, or in the manner provided in every commercial email sent by us.

SECURITY SAFEGUARDS:

We recognize the importance of information security, and we are constantly reviewing and enhancing our security procedures. Our Website and servers have security measures in place to help protect your PII against loss, misuse, and alteration while under our control. However, you should be aware that no transmission of data over the Internet is guaranteed to be completely secure and we cannot guarantee the security of any information you provide to us.

LINKS TO OTHER WEBSITES:

Our Website may provide links to other websites for your convenience and information. Third party websites that are accessed through links on our Website have separate privacy and data collection practices, and security measures. We have no responsibility or liability for the practices, policies and security measures implemented by third parties on their websites. We encourage you to contact them to ask questions about their privacy practices, policies and security measures before disclosing any personally identifiable information.

MINORS:

Our Website is not directed towards minors and we do not knowingly collect PII from minors. While we do not seek to obtain, nor, wish to receive PII directly from minors, we cannot always determine the age of persons who access and use our Website. If a minor provides us with his/her data without parental or guardian consent, we encourage the parent or guardian to contact us to have this information removed from our systems.

CONTACT US:

If you have any questions, comments, or concerns about our Privacy Policy, you may contact us at:

Karisma Hotels and Resorts Corporation

Av. Independencia 655

Edif PIISA, 3ra Planta, Gazcue

Santo Domingo,

Dominican Republic

Tel. +18096821530

Fax. + 18096879220

websupport@karimsahotels.com

UPDATES TO THE PRIVACY STATEMENT:

We may amend this Privacy Policy from time to time, without notice to you, in order to meet changes in the regulatory environment, business needs, or to satisfy the needs of our visitors, properties, strategic marketing partners, and service providers. Updated versions will be posted to our Website and the "last updated" date at the top of this Privacy Policy will be revised so that you are always aware of when the Privacy Policy was last updated. If we materially change how we use your PII, we will notify you and request your consent before using the PII in a different manner.

TERMS OF USE:

The website located under the domain www.karismahotels.com (the "Website") is operated by Karisma Hotels and Resorts Corporation ("we," "our," "us"), a British Virgin Islands business company. We provide business management services for certain hotels and resorts in Mexico that are owned and operated by third party hotel owners and hotel asset managers ("Karisma Hotels and Resorts"). Karisma Hotels and Resorts, our and their affiliates, and our and their third party service providers and suppliers are referred to herein as "Affiliated Parties." BY ACCESSING OR USING ANY PART OF THIS WEBSITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO BE SO BOUND, DO NOT ACCESS OR USE OUR WEBSITE.

YOUR USE OF THE WEBSITE:

By accessing the Website, you (i) agree to provide true, accurate, and current information about yourself as prompted on the Website and (ii) agree to comply with all applicable laws in connection with your use of the Website. The services of this Website are available only to individuals who can form legally binding contracts under applicable law, and thus, are not available to minors. By using this Website, you represent that you are of sufficient legal age to use this Website and to create binding legal obligations for any liability you may incur as a result of the use of this Website. You also warrant that you are legally authorized to make the travel reservations and/or purchases for either yourself or for another person for whom you are authorized to act.

You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy any Website pages or any content included therein without our prior written permission. You further agree that you will not (i) use any device, software, or routine to interfere or attempt to interfere with the proper working of the Website, (ii) interfere or attempt to interfere with the proper functioning of the Website, or take any action intended to damage, detrimentally interfere with, intercept, or expropriate any system, data or information related to, the Website, or (iii) make any speculative, false or fraudulent reservations, or any reservation in anticipation of demand.

In addition to these Terms of Use, by using this Website you agree to our Privacy Policy (which can be found at the following link: www.karismahotels.com/privacy) and all terms, conditions, and notices specified on other web pages on this Website.

PROPRIETARY RIGHTS INFORMATION:

GOURMET INCLUSIVE, AZUL, HIDDEN BEACH RESORT, KARISMA, EL DORADO ROYALE, EL DORADO SEASIDE SUITES, EL DORADO MAROMA, and related designs and logos are trademarks/service marks of us or our Affiliated Parties. Other trademarks, service marks, product names, company names, and logos appearing on this Website are the property of their respective owners. Unauthorized use of any trademarks, service marks, product names, company names, or logos may be a violation of federal and state trademark laws. This Website, and the content included therein, is protected by U.S. and foreign copyright laws. You may not modify the information or materials displayed on, or that can be downloaded from, this Website in any way or reproduce, or publicly display, perform, distribute, prepare derivative works from, or otherwise use any such information or materials for any public or commercial purpose. You may print or download one copy of the materials or content on the Website on any single computer for your personal, non-commercial use, provided you keep intact all copyright and other proprietary notices. Use of the content or materials for any purpose not expressly permitted in these Terms of Use without first obtaining the express written permission of the owner thereof is prohibited.

USER CONTRIBUTED CONTENT:

You may not post, submit, or transmit any content that violates any applicable law, regulation, or rule. You are solely responsible for any content that you post. We may elect to monitor areas of the Website by electronic or other means, but we are not responsible for screening, policing, editing, or monitoring user-contributed content. By posting any content on the Website, you hereby grant us and our Affiliated Parties a perpetual, worldwide, non-exclusive, royalty-free, sublicensable right and license to use, copy,

display, perform, create derivative works from, distribute, have distributed, transmit, and sublicense such content in any form in all media now known or hereinafter created anywhere in the world. You warrant and represent that you own or otherwise control all of the rights in and to the content and that public posting and use of your content by us will not infringe or violate the rights of any third party.

We respect the intellectual property rights of others and expect our Website users to do the same. We may remove content that in our sole discretion appears to infringe the intellectual property rights of others. If you believe that any content on the Website infringes your copyrights, please notify our Copyright Agent, as identified below, and provide the following information: (1) a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright; (2) an identification of the work claimed to have been infringed; (3) a detailed description of the material that you claim is infringing, including identification of the URL or other specific location on the Website where the material is located, so that we may locate it; (4) your address, telephone number, and e-mail address; (5) a statement by you that you have a good faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent, or the law; and (6) a statement, made under penalty of perjury, by you that the above information is accurate and that you are authorized to act on behalf of the copyright owner. Our Copyright Agent is and can be reached at:

Karisma Hotels and Resorts Corporation

Av. Independencia 655

Edif PIISA, 3ra Planta, Gazcue

Santo Domingo,

Dominican Republic

Tel. +18096821530

Fax. + 18096879220

websupport@karismahotels.com

PASSWORDS:

You acknowledge and agree that you are solely responsible for maintaining the confidentiality of your user information and passwords, and accept responsibility for all activities that occur under your account or password. Without limiting the foregoing, neither we nor our Affiliated Parties take any responsibility or assume any liability for any content posted or submitted by you or any users of your account.

LINKS TO OTHER WEBSITES:

This Website includes links to other websites. We provide such links solely as a convenience to you and for informational purposes only. We have not reviewed all of the information on these other web sites. The inclusion of these links in no way indicates our endorsement, support or approval of the content, advertising, products, services, policies or other materials on or available from such websites. We are not responsible for the content of any other websites and make no representation or warranty regarding any other websites or the contents or materials on such websites. If you decide to access

other websites, you do so at your own risk and such use is subject to any applicable terms of use of such other websites.

LINKS TO THIS WEBSITE:

Unless otherwise set forth in a written agreement between you and us, you must adhere to our linking policy as follows: (i) any link to this Website must be a text only link clearly marked "Karisma Hotels and Resorts"; (ii) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our or our Affiliated Parties' names and trademarks; (iii) the link must "point" to this Website's homepage and not to other pages within the Website; (iv) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with us; (v) when selected by a user, the link must display the Website on full-screen and not within a "frame" on the linking Website; and (vi) we reserve the right to revoke consent to the link at any time and in our sole discretion.

MISCOMMUNICATIONS / LOST TRANSACTIONS:

We and our Affiliated Parties are not responsible for communication malfunctions, failures, or difficulties, or lost, stolen, or misdirected, transmissions, messages or entries, or the security of any such communications, or any incorrect or inaccurate information you provide to us.

We and our Affiliated Parties may cancel or modify reservations where it appears that a user has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

You agree that neither us nor any Affiliated Party are responsible for any damages that may arise as a result of any travel or hotel arrangements or other orders you request or make on this Website that are not processed or accepted for any reason. You hereby release, hold harmless, and forever discharge Karisma Hotels and Resorts Corporation and its Affiliated Parties, as well as our and their directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns from and of the obligation to pay any amounts, as well as from any and all claims, liabilities, costs, expenses, losses, judgments, penalties or damages (including reasonable attorneys' fees) arising out of, relating to, or in connection with any miscommunications and/or lost transactions as described herein.

PERSONAL INFORMATION, CREDIT CARD INFORMATION:

YOU AGREE THAT NEITHER US NOR ANY AFFILIATED PARTIES ARE RESPONSIBLE OR LIABLE IN ANY WAY FOR INJURY, LOSS OR DAMAGE TO YOUR COMPUTER, OR INTERCEPTION OR USE OF CREDIT CARD INFORMATION OR OTHER PERSONALLY IDENTIFIABLE INFORMATION, RELATED TO OR RESULTING FROM USE OF THE WEBSITE OR ANY SITES LINKED OR ASSOCIATED WITH THIS WEBSITE.

WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE CONFIDENTIALITY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THIS WEBSITE OR ANY WEBSITE LINKED TO THIS WEBSITE. YOU AGREE THAT NEITHER US NOR ANY AFFILIATED PARTIES ARE RESPONSIBLE FOR THE CONFIDENTIALITY OF ANY INFORMATION, (INCLUDING WITHOUT LIMITATION CREDIT CARD INFORMATION, PERSONALLY IDENTIFIABLE INFORMATION, EMAIL ADDRESS, PHONE NUMBER, ETC.), AND NEITHER US NOR ANY AFFILIATED PARTIES ARE RESPONSIBLE FOR ANY DAMAGES THAT MAY ARISE FROM DISCLOSURE OF SUCH INFORMATION.

TRAVEL DESTINATIONS:

Travel to certain destinations may involve greater risk than others and may require certain documents. We urge passengers to review travel requirements, prohibitions, warnings, announcements and advisories issued by the United States Government or governmental agencies of other countries prior to booking travel to international destinations. Information on travel requirements, conditions in various countries, as applicable, and the level of risk associated with travel to particular international destinations can be found at www.state.gov, www.tsa.gov, www.dot.gov, www.faa.gov, www.cdc.gov, www.treas.gov/ofac and www.customs.gov. WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO, OR ACCOMMODATIONS IN, DESTINATIONS WHERE SERVICES ARE OFFERED VIA THIS WEBSITE IS ADVISABLE OR WITHOUT RISK, AND NEITHER US NOR ANY AFFILIATED PARTY SHALL BE LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO, OR STAYING IN, SUCH DESTINATIONS.

PAYMENTS AND RESERVATIONS

You agree to pay all amounts, duties, taxes, and related charges arising out of your use of this website and of the services provided herein when due, including additional taxes and fees that may not be included in the quoted fee. You agree to comply with all policies and rules set forth by our Affiliated Parties, including penalty fees arising from your failure to comply with such policies rules. You understand that any violation of any Affiliated Party's policies or rules may result: in cancellation of your reservation(s) or purchase(s); in your being denied access to any flight(s), hotel(s), automobile(s), activities, or service(s); in your forfeiting any monies paid for such reservation(s) or purchase(s); and in us or our Affiliated Parties debiting your account for any costs we or such Affiliated Parties incur as a result of such violation. You also agree to allow us to charge the credit card on file with us for the payment of penalties arising from your failure to comply with such rules. Such payment will be collected without additional notice.

A non-refundable deposit and all passengers' names are required in order to process a request for a reservation. A reservation will not be considered valid until that deposit, equivalent to the total cost of air transportation and fees plus \$300 per room for any hotel reservation (\$2,000 for Villa Carola/\$5,000 for Villa Esmeralda), is paid. This is regardless of the number of nights and/or rooms requested. If your reservation is booked within 30 days prior to travel date, the total cost of the reservation must be paid at the moment of booking.

We will retain the interest on the deposit. If we do not receive full payment by the due date, we may cancel all reservations and retain the deposit. All prices are in U.S. dollars, per person, and based on specified occupancy.

You must pay by credit card completing a Credit Card Authorization Form. We accept American Express, Visa, Mastercard, Diners Club and Discovery credit cards as forms of payments and these are the only possibilities to make a deposit (and request a reservation) using our automated services through our websites. If you are using a debit card, please be aware that many banks have daily limits for withdrawal. We will charge all payments due to the credit card given for booking purposes or initiating a reservation. We cannot be responsible for cancelled bookings/reservations due to declined charges to credit or debit cards, exceeding daily limits, or if the Supplier rejects the card for any reason.

We have the right and requesting our services you authorize us to do so, to automatically charge the final payment on or about the final payment date specified in your confirmation.

YOU AGREE THAT KARISMA HOTELS AND RESORTS CORPORATION IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY AFFILIATED PARTY OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR

EXPENSES RESULTING FROM THE USE OF SERVICES OR PRODUCTS PROVIDED BY AFFILIATED PARTIES. KARISMA HOTELS AND RESORTS CORPORATION HAS NO LIABILITY AND WILL NOT MAKE REFUNDS FOR ANY DELAY, CANCELLATION, OVERBOOKING OR OTHER CAUSES BEYOND OUR DIRECT CONTROL, AND WE HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSES RESULTING THEREFROM.

DENIAL OF ACCESS:

In our sole discretion, in addition to any other rights or remedies available to us, and without any liability whatsoever to you, we, at any time and without notice, may terminate or restrict your access to this Website and any related services. If asked to do so, you agree that you will not attempt to access this Website.

CANCELLATION OR CHANGE OF RESERVATION:

Cancellation Policy

Non Refundable Deposit

*A Non refundable deposit of \$300.00 per room is required at time of Booking

If you have purchased airline tickets on karismahotels.com, tickets are NON REFUNDABLE and subject to penalties and fare difference for any changes made.

*Payment and Cancellation Policy for Hotels Only

Final payment is due 30 days prior to arrival

\$300.00 Deposit is non refundable

30-7 Days prior to arrival: Penalty of \$300.00 + 1 Night stay per room

7 Days prior to arrival: Penalty of \$300.00 + 2 Night stay per room

6-0 Days prior to arrival: 100% penalty

No Show 100% penalty

*A "No Show" or cancellation during a holiday week including but NOT LIMITED to President's Day, Thanksgiving, Christmas, New Years and Easter will result in the penalty equal to the full amount of the reservation (100% penalty)

Villas

Villa Carola

Royal Gourmet Inclusive Package Terms

The Gourmet inclusive needs to be pre-purchased at the time of original booking

Guests with a confirmed Royale GI package cannot change or withdraw the pre purchased package

All guests must book the same package for the entire length of stay

Reservations

Villa reservations are on request and based on availability. A reservation is not confirmed unless a confirmation notice has been issued by our reservation department.

Payment Terms

A \$3,000 deposit must be received at the time of booking. This deposit will hold the villa and will be processed 15 days after original date of booking. Guests may cancel without penalty within these 15 days.

0. Payment for (A) weeks: Full payment must be issued 120 days prior to arrival.
1. Payment for (B) weeks: Full payment must be issued 60 days prior to arrival.

Cancellations and No Shows

Cancellation Policy for (A) weeks: All Cancellations must be submitted in writing in order to be accepted.

1. Cancellations submitted 120 days prior to arrival will be charged equivalent of a 1 night stay.
2. Cancellations submitted 9 days prior to arrival will be charged the equivalent of a 2 night stay.
3. Cancellations submitted 60 days prior to arrival will be charged for the full stay.
4. Cancellation Policy for (B) weeks: Cancellations must be submitted in writing in order to be accepted.
5. Cancellations submitted 60 days prior to arrival will be charged 50% of total package
6. Cancellations submitted 45 days prior to arrival will be charged 100% of total package

No Shows

1. 100% Penalty
2. No shows for Royal GI: In the event of a no show, guests who pre-purchased a Royal Gourmet Inclusive plan will pay the full amount of the package.

Late Arrivals

If guests do not arrive on the confirmed arrival date, guest will need to inform the hotel of their new arrival date prior to said date, and will be entitled to the remaining nights in the reservation. Additional nights will be considered as a new booking standard rates and conditions apply.

Contracted Rates

Tour operator cannot sell, promote, or advertise prices below the contracted rack rates stated in this agreement. Failure to do so, allows us to terminate this agreement at any time.

Damage Deposit

A \$10,000 damage deposit is required 48 hours prior to arrival of the guest. KHR will issue a notification email to the guest stating that the deposit has been approved. The damage deposit will be released upon inspection of property and guest's check out date.

Villa Esmeralda

Reservations

Villa reservations are on request and based on availability. A reservation is not confirmed unless a confirmation notice has been issued by our reservation department.

Payment Terms

A \$5,000 deposit must be received at the time of booking. This deposit will hold the villa and will be processed 15 days after original date of booking. Guests may cancel without penalty within these 15 days.

1. Payment for (A) weeks: Full payment must be issued 120 days prior to arrival.
2. Payment for (B) weeks: Full payment must be issued 60 days prior to arrival.

Cancellations and No Shows

Cancellation Policy for (A) weeks: All Cancellations must be submitted in writing in order to be accepted.

1. Cancellations submitted 120 days prior to arrival will be charged equivalent of a 1 night stay.
2. Cancellations submitted 9 days prior to arrival will be charged the equivalent of a 2 night stay.
3. Cancellations submitted 60 days prior to arrival will be charged for the full stay.
4. Cancellation Policy for (B) weeks: Cancellations must be submitted in writing in order to be accepted.
5. Cancellations submitted 60 days prior to arrival will be charged 50% of total package
6. Cancellations submitted 45 days prior to arrival will be charged 100% of total package

No Shows

1. 100% Penalty

Late Arrivals

If guests do not arrive on the confirmed arrival date, guest will need to inform the hotel of their new arrival date prior to said date and will be entitled to the remaining nights in the reservation. Additional nights will be considered as a new booking standard rates and conditions apply.

Contracted Rates

Tour operator cannot sell, promote, or advertise prices below the contracted rack rates stated in this agreement. Failure to do so, allows us to terminate this agreement at any time.

Damage Deposit

A \$10,000 damage deposit is required 48 hours prior to arrival of the guest. KHR will issue a notification email to the guest stating that the deposit has been approved. The damage deposit will be released upon inspection of property and guest's check out date.

ADDITIONAL TERMS:

Additional terms and conditions may apply to reservations, purchases of goods and services and other uses of portions of this Website, and you agree to abide by such other terms and conditions.

ATTORNEY'S FEES:

If we take any action to enforce these Terms of Use and are successful in such action, we will be entitled to recover from you, and you agree to pay, all reasonable and necessary attorney's fees and any cost of litigation, in addition to any other relief, at law or in equity, to which we may be entitled.

MODIFICATION:

We may at any time, without notice to you, modify these Terms of Use, and your continued use of this Website will be conditioned upon the terms and conditions in force at the time of your use. Accordingly, you agree to review these Terms of Use periodically, and your continued access, use and/or posting on this Website shall be deemed your acceptance of the changed Terms of Use.

The offering of any product or service on this Website does not imply or warrant that such product or service will be available at any time. We reserve the right, for any reason, at our sole discretion, to terminate, change, suspend, or discontinue any aspect of the Website at any time. We may also impose limits on certain features of the Website or restrict access to any part or all of the Website without notice or penalty.

EXCLUSION OF WARRANTY, DISCLAIMER:

YOU AGREE THAT YOU USE THE WEBSITE AT YOUR OWN RISK. THE WEBSITE, AND ANY RELATED INFORMATION, CONTENTS AND/OR MATERIALS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND. KARISMA HOTELS AND RESORTS CORPORATION HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; NON-INFRINGEMENT; AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE; OTHER THAN THOSE WARRANTIES WHICH ARE IMPOSED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state. KARISMA HOTELS AND RESORTS CORPORATION AND ITS AFFILIATED PARTIES DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT OR THAT IT WILL MEET YOUR NEEDS OR REQUIREMENTS; THAT THE WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ORAL ADVICE OR WRITTEN CORRESPONDENCE OR INFORMATION PROVIDED BY KARISMA HOTELS AND RESORTS CORPORATION

WILL CREATE A WARRANTY OF ANY KIND, AND YOU SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

LIMITATION OF LIABILITY:

TO THE GREATEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL KARISMA HOTELS AND RESORTS CORPORATION, ITS AFFILIATED PARTIES, OR ANY OF THEIR AGENTS, REPRESENTATIVES, OR LICENSORS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR INJURY OR ANY DAMAGES, EITHER DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO LOST PROFITS OR LOST SAVINGS) RESULTING FROM OR IN ANY WAY CONNECTED TO:(1) YOUR USE OF THIS WEBSITE; (B) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO THE USE OF OR INABILITY TO USE ANY COMPONENT OF THIS WEBSITE FOR RESERVATIONS OR TICKETING); OR (C) THE PERFORMANCE OR NON PERFORMANCE BY KARISMA HOTELS AND RESORTS CORPORATION OR ITS AFFILIATED PARTIES OF PRODUCTS OR SERVICES RELATED TO THIS WEBSITE; EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIM ASSERTED IS BASED ON CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY OF RECOVERY.

Some jurisdictions do not allow the exclusion of consequential or incidental damages, so some of the foregoing exclusions may not apply to you. YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST KARISMA HOTELS AND RESORTS CORPORATION, ITS AFFILIATED PARTIES, OR ANY OF THEIR AGENTS, REPRESENTATIVES, OR LICENSORS ARISING OUT OF, OR IN ANY WAY CONNECTED TO YOUR USE OF THE WEBSITE AND/OR ANY RELATED PRODUCTS OR SERVICES.

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