

Terms of Use

This Terms of Use, including the policies referred in this Terms of Use, applied to your access to or usage of the Translucia website (“**Website**”), including access by any devices (referred to as “**Digital Service**” or “**Services**”) owned or operated by Translucia Company Limited (the “**Company**”, “**We**” or “**Us**”)

1. APPLICATION AND ACCEPTANCE OF THIS TERMS OF USE

By using the Digital Service, you:

- confirm that you can and will form a binding agreement with Us;
- agree to always comply with these Terms of Use while using the Digital Service; and
- if you do not agree to the Terms of Use, you do not have a right to access or use the Digital Service

The Terms of Use are referred to herein as the “**Terms of Use**”. These Terms of Use, therefore, constitute an agreement between you and us. The Terms of Use applies to all visitors, users or others who access to the Digital Service (“**User**”, “**You**”).

For the purpose of this Terms of Use, “**Content**” or “**Contents**” include, without limitation, products, services, functions, information, data, text, photographs, logos, video, audio clips, written posts, articles, comments, graphics, document, and interactive features generated, provided, or otherwise made available through or in connection with the Digital Service or relationship with the Digital Service.

2. GRANT RIGHTS

Subject to the Terms of Use, the Company hereby grant the non-exclusive right to use the Translucia Website for use or access to Digital Service within the Website for personal usage purpose only without commercial.

3. CHANGES TO THIS AGREEMENT

We reserve the right to revise, prospectively, or replace these Terms of Use, in whole or in part, at any time without prior notice, by posting an updated version at our Website. You consent and agree to receive notices of updates to these Terms of Use through our posting of updated Terms of Use on the Services. You should visit <https://www.translucia.com/static/t&c-20230220.pdf> to review the current version of the agreement. Your continued use of the Services will be deemed as irrevocable acceptance of any revisions.

4. USE OF THE SERVICES

- Services Rules

While using the Services, you agree that:

- (a) you will only use the Services (including any information contained therein) for lawful purposes, in accordance with these Terms of Use, obligations or restrictions imposed by any third party, and any applicable laws and regulations. You will not encourage conduct that would constitute criminal offenses or give rise to civil liabilities;
- (b) you will not make available of any User Content, or perform any act which (i) may create or threaten violence, physical or mental injury, emotional distress, death, disability, disfigurement, or self-harm to you or any other person or to any animal;(ii) may discriminate against, shame, or harass or encourage or promote hatred or violence toward any person or any groups of persons; (iii) contains or depicts sexual acts or sexually explicit or pornographic material; (iv) may constitute, contribute to, or encourage a crime, illegal activity, a violation or infringement of any third party's rights, or a violation of public order or good moral, or (v) solicits or seeks to obtain or discloses the personal information of any other person. We have the sole discretion to determine whether a User Content or an act falls under (i) – (v), and our decision is final;
- (c) you will not perform and act which is a violation of others' rights, the law, agreements or any legal duties that you have towards another person or entity;
- (d) you will not infringe copyright or other intellectual property rights and any other rights of another person or entity;
- (e) you will not use the website for a commercial purpose, whether in your own name or in another person's name. If you do so, you are solely responsible to us, whether in relation to advertisement, purchase or sale of goods, payment, delivery of goods or services, or warranty of damage in goods or services. The Company is not responsible for any of your acts arising from such commercial activities whether in your own name or in another person's name;
- (f) you will not copy or duplicate or collect data and information, names, addresses, emails, photos, or music appearing on the website and in the application;
- (g) you will not perform any acts which create any media with virus, computer passwords, data files or any other programs designed to destroy, interfere or limit the ordinary use of the services, the website, or the application (or any part of the Services);
- (h) you will not perform any act which is a violation of the law;
- (i) you will not perform reverse program decoding, deconstruct, separate or attempt to find passwords or codes or access the sources of the basic or process, procedures, or structures of the Services, whether in whole or in part;
- (j) you will not perform any act which is fraudulent or perform any act with malicious intent, or avail oneself or a third party to benefit from such fraud or act with the malicious intent;
- (k) you have the legal capacity and you agree to comply with these Terms of Use;

- (l) you will not upload, post, or otherwise distribute or facilitate the distribution of a software virus or any other computer code that is designed or intended to disrupt, damage, or limit the functioning of the Services, any other online services, or to obtain unauthorized access to the Service or Content or any data or other information of any third party.
- (m) you will not use the Services in a manner that may create a conflict of interest or undermine the purposes of the Services, such as writing or soliciting fake reviews, and

We may, at any time, monitor, review, remove, retain or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request or investigation (including law enforcement).

5. RESTRICTION OF SERVICES

We may cease providing all or part of the Services without any prior notice to Users in case of the occurrence of any of the following:

- (1) When conducting maintenance or repair of systems;
- (2) When the Services cannot be provided due to force majeure such as an accident (fire, power outage, etc.), act of God, war, riot, labor dispute;
- (3) When securing the safety of Users or third parties, or in the case of an emergency for the public welfare; or
- (4) When we reasonably determine it to be necessary other than those set forth in items (1) through (3).

6. DISCLAIMERS

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND WE (AND OUR SERVICE PROVIDERS) EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT OF THE SERVICES OR CONTENTS. WE (AND OUR SERVICE PROVIDERS) MAKE NO WARRANTY THAT THE SERVICES OR CONTENTS: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

DUE TO THE INHERENT NATURE OF THE INTERNET, WE CANNOT GUARANTEE THAT INFORMATION, DURING TRANSMISSION THROUGH THE INTERNET OR WHILE STORED ON OUR SYSTEMS OR OTHERWISE IN OUR CARE, WILL BE ABSOLUTELY SAFE FROM INTRUSION BY OTHERS. WE ASSUME NO LIABILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, HARDWARE OR NETWORK FAILURE, THEFT OR

DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY SERVICE OR ANY USER CONTENT. YOU UNDERSTAND THAT IF YOU DOWNLOAD ANY CONTENT FROM OUR SERVICES, YOU DO SO AT YOUR SOLE RISK. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF SERVICES OR CONTENTS, INFORMATION, SOFTWARE, FACILITIES, ON THE SERVICE OR ANY ONLINE SERVICE LINKED TO THE SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

7. LIMITATION OF LIABILITY

You agree that we shall not be responsible or liable for any material or data sent or received or not sent or received through the Service and any threatening, defamatory, obscene, offensive, illegal or other Content or conduct of any third party or any infringement of another's rights, including intellectual property rights.

You agree, in connection with any use of the Service under your account: (a) to release Translucia (and its licensors and suppliers) from any and all claims, demands, damages and liabilities, of any type and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with use of the Service by you (including any disputes with copyright owner, other Users using the Service or other third party); and (b) to attempt to settle any disputes directly with such other user or other third parties.

As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature

IN NO EVENT SHALL TRANSLUCIA (OR ITS AFFILIATES, LICENSORS, AND SUPPLIERS) BE LIABLE CONCERNING ANY SUBJECT MATTER RELATED TO THE SERVICE REGARDLESS OF THE FORM OF CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS, OR SERVICE, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) DAMAGES, IN THE AGGREGATE, IN EXCESS OF AMOUNTS PAID TO US BY YOU, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

8. INDEMNITY

You agree to indemnify and hold Translucia (and its affiliates or its parent company and its and their officers, directors, employees, contractors, and agents) harmless, including costs and reasonable attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Service or Content, (b) your Content, (c) your violation of this

agreement; or (d) your violation of applicable laws or regulations. You agree to make compensation payment to us as soon as demanded by us.

Translucia reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Translucia. Translucia will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

9. INTELLECTUAL PROPERTY

- Translucia's Intellectual Property

You acknowledge and agree that the Services and all Content and materials made available on or via the Digital Service are exclusive rights and intellectual properties of Translucia.

You may not sell, license, reverse engineer, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of the Services and any Contents not belonging to you.

Systematic retrieval of data or other Content from the Services by anyone to create or compile, directly or indirectly, a collection, database or directory is strictly prohibited.

- Trademark

All trademarks, logos, or service marks (“**Marks**”) displayed on the Services are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

10. THIRD-PARTY SERVICES

The Services may contain links to third-party websites, apps or other services (e.g., social media platforms), and advertisements for third parties (collectively, “**Third-Party Services & Ads**”). Such Third-Party Services and Ads are not under the control of Translucia and Translucia is not responsible for any Third-Party Services and Ads. Translucia provides these Third-Party Services and Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services and Ads.

When you use Third-Party Services and Ads, we advise you to review the Terms of Use or Privacy Policy published by relevant third parties, and you do so at your own risk. When you link to Third-Party Services and Ads, the applicable third party's terms and policies apply, including the third party's privacy policies.

11. Accuracy of your information

The information you submit to the Company through the Digital Service, including as part of your account creation and engagement in activities in the Digital Service, must be truthful, accurate, and current. You are responsible for maintaining the accuracy of such information.

If we believe that your information is not truthful, accurate, or current, we shall be entitled to terminate, suspend or refuse you access to the Digital Service.

12. Miscellaneous

- **Governing law**

This Terms of Use shall be governed by and construed solely and exclusively in accordance with the laws of Thailand.

You agree that the exclusive jurisdiction for any claim or action arising out of or relating to the Terms of Use or use of the Digital Service or contents shall be in Thailand.

- **Entire Agreement**

These Terms of Use shall constitute the entire agreement between you and Translucia regarding the use of the Services. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

- **Severability**

If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable.

- **Partnership or Agency**

None of the provisions of these Terms shall be deemed to constitute a partnership or agency between you and Translucia and you shall have no authority to bind Translucia in any form or manner, whatsoever.