

# Terms of Use

This Terms of Use (hereinafter referred to as this “Agreement”) is a legal contract concluded by and between Human Technologies (Thailand) Co., Ltd. (hereinafter referred to as the “Company”) and the person who enters into this Terms of Use (hereinafter referred to as the “User”) for the services provided by the Company (hereinafter referred to as the “Services”). The contents of the Services include computer software and related media, printed materials (documents such as manuals), electronic documents, and software for updates and additions to functions of the Services provided by the Company.

## Article 1 Contents of the Services

The Services consist of several individual services. In the event of the use of individual services, separate terms of use (hereinafter referred to as the “Individual Terms of Use”) may be prepared for each individual service as well as this Terms of Use. In such cases, the Individual Terms of Use applies to the Company and the User as part of this Terms of Use. If an Individual Terms of Use is in place, the Individual Terms of Use shall supersede this Terms of Use, and this Terms of Use shall apply to the matters that are not stipulated in the Individual Terms of Use.

## Article 2 License

The Company grants to the User a non-exclusive right to use the Services, subject to the User’s compliance with the terms and conditions of this Terms of Use. The User shall comply with the following provisions in connection with the exercise of its rights under this Terms of Use.

### 1. Permitted Use

- (1) The User may use the Services provided by the Company through the server system designated by the Company. After the completion of the application, the User may obtain an access ID/security code issued by the Company.
- (2) The User may allow its employees engaged in the operation of the User (including employees of its affiliated companies and its temporary assigned employees) to use the Services.
- (3) The right of the User under this Terms of Use is not exclusive.

### 2. Limitations

- (1) The User shall not reverse engineer, decompile, or disassemble the Services.
- (2) This Terms of Use shall not allow the User to use any trade marks, service marks, trademarks, etc. that the Company possesses.
- (3) The User shall not assign its right to use the Services to any third party. The User shall not sublicense, lease, rent, loan or sell the right to use the Services.
- (4) The User shall not use the Services for the purpose of development or information gathering for competing products or services.
- (5) All rights not stipulated in this Terms of Use are reserved by the Company.

## Article 3 Copyrights

All copyrights to documents and the Services reproductions contained in any accompanying manuals, such as images, web pages, photographs, animations, videos, audio, music, texts, etc., incorporated into the Services shall be owned by the Company. The Services is protected by Copyright Act, other laws related to intangible property rights and Universal Copyright Convention. The User shall not make a copy of the Services. The User shall not modify, adapt or translate the Services.

## Article 4 Service Fee

1. The User shall pay to the Company a service fee separately determined by the Company for each individual service as compensation for the use of the Services.
2. In the event the User is in arrears with the payment of the service fee, the User shall pay to the Company a late payment charge at the rate of 14.6% per annum.
3. In the event of the termination of the Agreement, the Company shall not calculate the service fee for the month of the termination on the prorated basis, the User shall pay the service fee in full amount for the month regardless of the cancellation date.

\*Provided, however, that if there is a transaction agreement with an agency, such agreement shall prevail.

## Article 5 Support Services

1. The Company shall provide support services in relation to the Services through the online help only to the system administrator designated by the User. Support services provided by the Company are solely for the purpose of smooth operation of the application services provided by the Company and are not intended to act on behalf of customers for their use or operation such as various settings or data entry relating to the application services.
2. The fee for support services set out above shall be included in Article 4. However, in the case of using paid support services provided by the Company, the User shall pay to the Company an additional fee determined in a separate individual

contract.

3. Any software programs provided to the User as support services shall belong to the Services and the applicable provisions of this Terms of Use shall apply accordingly. The Company may use technical information provided by the User to the Company through the support services for the purpose of product support and product development. The Company shall not use such technical information for such purposes as to enable to identify the User.

4. The Company may confirm the data of the User in the Services only when required for operations of the support services. Article 6 and Article 10 shall apply respectively to the management of personal data and confidential information obtained through the support services. Telephone call records shall be recorded for the purpose of service improvement.

5. In the event of a malfunction or other problem in the use of the Services, the Company shall do its best to provide the support services to resolve the problem, and the User shall also provide information to help resolve the problem.

6. The Company may suspend the provision of the support services in any of the following cases, or when the Company deems it applicable:

- (1) Violent or antisocial expressions or acts;
- (2) Expressions or acts that promote discrimination;
- (3) Acts containing obscene expressions;
- (4) Expressions or acts that cause discomfort to others;
- (5) Excessive inquiries and requests; and
- (6) Other acts that the Company deems inappropriate.

7. The Company may outsource the support service, in whole or in part, to a third party.

#### Article 6 Management of personal data

1. The Company shall not use any data or any other information obtained through the use of the Services beyond the scope permitted by laws and regulations (including, but not limited to, Personal Data Protection Act of 2019) or beyond the scope of the purposes as set forth in each of the following items:

- (1) for provision and operation of the Services;
- (2) for checking usage and operating status of the Service;
- (3) for responding to inquiries about the Services;
- (4) for improving and developing the Services;
- (5) for sending notices regarding the Services and the Company;
- (6) for implementation of questionnaires;
- (7) for charging service fee and late payment charge, etc.;
- (8) for processing data into a form that may not identify individuals or specific users and producing statistical data regarding the usage of the Services; and
- (9) for providing, maintaining, improving and developing the Services incidental to any of the foregoing.

2. The Company shall not disclose or provide any personal data provided by the User to any third party (for the purpose of this Article 6, a "third party" means any person other than the Company's or its affiliates' officers, employees, attorneys, accountants, and other professional advisers who are legally bound to confidentiality), unless:

- (1) the provision of necessary information to service providers when the provision of the Services. In this event, the Company shall cause these service providers to enter into a confidentiality agreements;
- (2) the provision of personal data is required by order, etc., issued by a court, investigation agency or other public organizations; or
- (3) the Company has obtained the User's consent.

3. The Company shall store and keep personal data provided by the User under proper management and shall take reasonable security measures to prevent unauthorized access, loss, destruction, alteration, and leakage of such personal data.

4. The User shall agree that the personal data may be stored by the Company for a certain period of time after this Terms of Use is terminated for the reason of data backup management.

In order to understand the usage of the Services and to operate or improve the Services, the Company may use Google Analytics (site link) and other tools deemed appropriate by the Company to collect and analyze information such as access logs (including information such as web pages viewed, usage environment, etc. and information automatically received from browsers and apps such as action history on websites linked to the Services and cookies).

These tools might collect access logs and other information without including personally identifiable information by using cookies and AdvertisingID (AAID) provided by Google, etc. (hereinafter referred to as "Cookies, etc."). The collected information is managed in accordance with the privacy policy of each tool provider. Please refer to each tool provider's website for its privacy policy and opt-out procedures. We are not responsible for any damages caused by the use of each tool provider's service.

5. The Company may transfer the personal data to Japan and/or Singapore, where Human Technologies, Inc. (the parent

company of the Company) and Human Technologies Singapore Pte. Ltd. (a subsidiary of Human Technologies, Inc.) are located, or to other destinations outside Thailand which the Company may separately designate.

6. Where the User provides personal data to the Company, the User shall ensure to take all steps necessary to comply with applicable laws including to obtain consents of the data subjects which allows Group Companies of the Company to collect, use, disclose and transfer such personal data in accordance with the terms hereunder.

#### Article 7 NRIC/FIN

1. The User may use the Services to collect, store, and manage Identification Card Number or Passport Number in compliance with laws and regulations and at its own responsibility.
2. The Company shall restrict any access to electronic data containing Identification Card Number or Passport Number and shall not handle such electronic data in providing the Services.

#### Article 8 Share of Corporate Information

In the event that the Company determines that it is necessary to smoothly provide the Services, the Company may share corporate information provided by the User with the distributors and other parties in cooperative relationship with the Company.

Corporate information means the information of the User that is a corporation and is distinguished from information of individuals such as employees of a corporation.

#### Article 9 Storage of Information

1. The information provided by the User generated by the use of the Services shall be stored and backed up by the Company so that the User may verify it for the period of five years. The User shall back up the information that needs to be stored after the above-mentioned period.
2. The Company shall not disclose or divulge any information stored or backed up in connection with the Services to any third party without the User's prior consent.
3. The Company shall be entitled to use information, data, etc. stored in the Services for the purposes of product improvement, customer satisfaction and marketing in a manner that cannot identify corporations and individuals. The Company may disclose such information, data, etc. to a third party.

#### Article 10 Confidentiality

1. Neither of the User nor the Company shall disclose nor divulge to any third party any Confidential Information of the other party that may come to its knowledge in connection with this Terms of Use. For the purposes of this Terms of Use, "Confidential Information" means any technical information, business information, or other information that is designated in writing to be confidential, in tangible and intangible, disclosed by a party to the other party in the course of the performance of the Services.
2. In the event that Confidential Information of the other party has been leaked to a third party due to any reason attributable to the User or the Company, and the other party has suffered damage, the User or the Company shall be liable to compensate for the damage incurred by the other party.

#### Article 11 Terms

The Terms of Use shall be effective on the date the User makes an application for the Services, and shall be terminated on the date the User notifies to the Company to cancel the Services or the date the Company determines that there are special circumstances that make it difficult to continue the Agreement.

#### Article 12 Termination

1. If any of the following events occurs, the Company may terminate this Agreement without notice, and the Company may claim compensation against the User for damages incurred by the Company:
  - (1) the User breaches any of the provisions of this Agreement;
  - (2) the User receives an order rescinding or suspending the User's business operations or other administrative orders by competent government authorities;
  - (3) the User becomes insolvent or suspends payments; or there is a penalty against the User for issuing a bad check or promissory note;
  - (4) there is a provisional seizure, provisional disposition, compulsory execution, receipt of an auction petition as exercise of a security interest, disposition for failure to pay taxes or public dues against the User;
  - (5) the User receives a statement or petition for commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings or special liquidation;
  - (6) there is a resolution of the User of dissolution, transfer of business, company split, or merger; or there is a decrease in capital, or abolition or change of business of the User;

- (7) there is a material change in assets, credit or solvency of the User;
- (8) the User accesses, modifies or destroys data stored in the Company's computers without permission of the Company; or the Company determines that there is a risk of such access, modification, or destruction;
- (9) it is found that the User has been subject to the withdrawal from membership in relation to the Service in the past; or
- (10) the Company reasonably deems the User inappropriate as a member of the Services.

2. In the event that the User files for bankruptcy and the bankruptcy trustee of the User requests to disclose the information of the User, any and all claims, including claims payable shall be regarded as claims on the estate.

#### Article 13 Disclaimer

1. The Company will make its utmost efforts to ensure the quality and function of the Services, provided however that the Company shall not legally guarantee them in any means.
2. The User shall manage, keep, and use all access IDs/security codes for each place of business and individual at its sole responsibility, and shall not allow any third party to use them, lend, transfer, change the name of or sell them. The User shall be responsible for the damage caused by improper management of access IDs/security codes, misuse, negligence, or use by a third party, and the Company shall not be responsible for such damage.
3. In the event the User forgets the access ID/security code and is found stolen or used by a third party, the User shall immediately notify the Company thereof and follow the instructions of the Company. The Company may suspend the Services or restrict access upon receiving a report from the User of loss of access ID/security code and security problems, and the Company shall not owe any liabilities.
4. The Company shall not be liable for any damage whatsoever suffered by the User and its employees through the use of the Services. If, for any reason, any restriction of liability, disclaimer, or any other provisions in this Terms of Use is determined to be invalid by a court of competent jurisdiction and the Company is liable for any loss or damage, the scope of the Company's liability for such loss or damage shall not exceed the service fees for the Services received from the User within the last six months from the time the damage occurred to the User.

#### Article 14 Cancellation of the Services

1. The User may cancel the Services in the prescribed manner.  
Provided, however, that in the event that there is any outstanding payment obligation owed to the Company, the obligation shall become automatically due and payable to the Company upon the termination of the Services and the User shall immediately make payment of all obligation to the Company.
2. The User shall no longer be able to use the Services upon the cancellation.
3. If the User cancelled the Services, the Company shall be entitled to delete the User's access ID.

#### Article 15 Termination of the Services and Deletion of Data

In the event of any of the following, the Company may delete the data of the User after the termination of the Services. The Company shall not be liable for any damage suffered by the User due to these measures:

1. in the event that the User request the termination;
2. in the event that the User fails to pay the service fee; or
3. in the event that the service fee has not been charged for a period of three months.

#### Article 16 Suspension of the Services

In the event of any of the following, the Company may suspend the provision of the Services. The Company shall not be liable for any damage suffered by the User due to these measures.

1. in the event that the Company conducts system environment maintenance;
2. in the event that the system environment or software related to the Services fails or the communication environment deteriorates or is likely to deteriorate;
3. in the event that there is a risk of unauthorized access to, loss, destruction, falsification, or leakage of data that may have a significant impact on the User;
4. in the event that the provision of the Services has become forced to be suspended due to wars, riot, labor disputes, or acts of God; or
5. in the event the Company determines that it is desirable to suspend the provision of the Services.

#### Article 17 Changes, Additions or Abolishment of the Services

The Company shall be entitled to change, add or abolish any part of the Services by giving prior notice to the User, provided however that the prior notice is not required in urgent and unavoidable cases.

The Company shall not be liable for any damage suffered by the User due to these measures.

#### Article 18 Exclusion of Antisocial Activities

1. Each of the User and the Company shall represents and warrants, at the time of conclusion of this Terms of Use and in the future, that neither of its parent company, subsidiaries or subsidiaries of its parent company (hereinafter referred to as "Group Companies") nor officers of its Group Companies shall fall under any of the categories of anti-social-forces ((i) a gang (a criminal enterprise), a gang member, an associate gang member, a gang-related company, a corporate extortionist, a rogue adopting social movements as its slogan, a violent force with special knowledge, or any other person similar to those specified above; or (ii) any person who commits any of the following acts: violent demand, unfair demand exceeding legal liabilities, menacing or violent acts with respect to transactions, acts to impair the credit of the other party by spreading rumors or using deceptive schemes or force, or to obstruct the business of the other party, or other acts similar to those specified above).
2. Notwithstanding Paragraph 1 of this Article 18, in the event of any error or inaccuracy in the representations and warranties of the other party as set forth in Paragraph 1 of this Article 18, the User and the Company may terminate this Terms of Use without notice or any other procedures to the other party.

#### Article 19 Revisions of this Terms of Use

The Company shall be entitled to change this Terms of Use at its discretion. In the event of any change in this Terms of Use, the Company shall notify the User of such change in a manner that the Company deems appropriate, and in the event that the User continue to use the Services or fails to complete the withdrawal procedure within the period set by the Company after the notification of such change, the User shall be deemed to have consented to the change in this Terms of Use.

#### Article 20 Jurisdiction

This Terms of Use shall be governed by the laws of Thailand. Any dispute arising between the User and the Company in connection with this Terms of Use shall be subject to the exclusive jurisdiction of the Thailand courts. Notwithstanding the foregoing, the User agrees, for the sole benefit of the Company that the Company shall be at liberty to initiate and take any legal action or proceedings in connection with any disputes arising in relation to this Terms of Use in any other court of competent jurisdiction and the initiation and taking of legal action or proceedings in any one or more jurisdictions shall not preclude the Company from taking legal action or proceedings in any other jurisdiction whether concurrently or not. The User further agrees to waive any objection that the User may have in respect of any legal action or proceedings commenced in the courts of any jurisdiction on the ground of improper forum or inconvenient venue.

#### Article 21 Matters Not Stipulated

Any matter not stipulated in this Terms of Use shall be settled in good faith after the discussion between the User and the Company in accordance with the laws and regulations of Thailand, the doctrine of good faith, and customs.

#### Article 22 Survival Clause

Even after the termination of this Terms of Use, Paragraph 2 of Article 2, Article 3, Paragraph 2 of Article 6, Article 10, Article 13, Article 20 and Article 21 shall survive and remain in force.