## 1. Terms of website use

These Terms of Service ("Terms") govern your access to and use of the website (the "Site") operated by Almeno Co., Ltd., a Thai company ("Company," "we," "us," or "our"). The Company provides web development, mobile application development, quality assurance and testing, and consulting services (collectively, "Services") to clients globally. By accessing or using the Site, you ("User," "you," or "Client") agree to comply with and be bound by these Terms. If you do not agree, you must cease use of the Site immediately.

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website https://almenopro.com/ ("Website"), whether as a guest or a registered user. Use of the Website includes accessing, browsing, or registering to use the Website.

Please read these terms of use carefully before you start to use the Website, as these will apply to your use of the Website. We recommend that you print a copy of this for future reference.

By using the Website, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use the Website.

### Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of the Website:

Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

# 2. Information about us

<u>https://almenopro.com/</u> is a site operated by Almeno Co., Ltd. ("We"). We are registered in Thailand, having registered office at No.11/2 P23 Building, 11th Floor, Sukhumvit 23 Alley, Khlong Toei Nuea Sub-district, Vadhana District, Bangkok Metropolis.

We are a limited company.

# 3. Changes to these terms

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you. If you use the Website after we have published these changes, you will be agreeing to be bound by them. If you do not agree to be bound by the revised terms of use, you should not use the Website.

#### 4. Information about use

We may update the Website from time to time, and may change the content at any time. However, please note that any of the content on the Website may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that the Website, or any content on it, will be free from errors or omissions.

## 5. Accessing the Website

The Website is made available free of charge, although you should be aware that charges for internet use may apply at rates determined by your provider.

We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Website.

You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

#### 6. Your account and password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at assist@almenopro.com.

#### 7. Intellectual property rights

We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your organisation to content posted on the Website.

You must not copy, download, upload, modify reproduce, transmit, delete, add to, distribute in any way, or otherwise use for any purpose any of the materials (whether in tangible of printed or electronic form) from, or embodied in, the Website in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.

You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, download, upload, modify, reproduce, transmit, delete, add to, distribute in any way, or otherwise use any part of the Website in breach of these terms of use, your right to use the Website will cease immediately and you must, at our option: (i) return or destroy any copies, downloads, uploads, modifications, reproductions of the materials you have made; and/or (ii) cease to transmit, distribute in any way, and/or or otherwise use, the materials you have made.

### 8. No reliance on information

The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up-to-date.

# 9. Limitation of our liability & indemnity

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Thai law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

We and our employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers and service providers will not be liable to you (whether in contract, tort (including negligence), breach of statutory duty, misrepresentation (whether innocent or negligent) or otherwise, in all cases even if foreseeable) for any indirect, incidental, consequential, special, exemplary or punitive damages of any kind, under any contract, negligence, strict liability or other theory, including without limitation, damages for loss of profits (whether direct or indirect), sales, business or revenue, loss of use, loss of data loss of other intangibles, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation, loss of security of submissions or other materials or information you have provided in connection with your use of the Website, or unauthorized interception or any such materials or information by third parties, even if advised in advance of such damages or losses in particular and without limitation we and our employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers and service providers will not be liable for damages of any kind resulting from your use of or inability to use the Website or from any content posted on or made available through the Website by us or any third party, your sole and exclusive remedy for dissatisfaction with the Website or any materials created through the Website is to stop using the Website. Our maximum liability for all damages, losses and causes of action, whether in contract, tort (including without limitation negligence or otherwise) shall be the total amount, if any, paid by you to us to access and use the Website.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on the Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

While we try to maintain the integrity and security of the Website and the servers from which the Website is operated, we do not guarantee that the Website will be or remain secure, complete or correct, or that access to the Website will be uninterrupted. The Website may include inaccuracies, errors and materials that violate or conflict with these terms of use.

You agree to defend, indemnify and hold harmless us and our employees, officers, directors, consultants, shareholders, affiliates, agents, representatives, licensors, suppliers and service providers, from and against all claims, losses, costs and expenses (including attorneys fees) arising out of your use of, or activities in connection with, the Website; or any violation of these terms of use by you.

## 10. Viruses

We do not guarantee that the Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access the Website. You should use your own virus protection software.

You must not misuse the Website by knowingly introducing, including without limitation, any viruses, trojans, easter eggs, worms, logic bombs, time bombs, spyware or computer code or other material which is malicious or technologically harmful or is intended to damage, disrupt, interfere with or hijack the operation of, or monitor the use of, any hardware, software or equipment, or of the Website itself or the servers or networks used to make the Website available. You must not modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Website. You must not use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather Website content or reproduce or circumvent the navigational structure or presentation of the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

# 11. Linking to the Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to the Website in any website that is not owned by you.

The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page.

We reserve the right at any time and in its sole discretion, to block links to the Website through technological or other means without prior notice.

If you wish to make any use of content on the Website other than that set out above, please contact assist@almenopro.com.

# 12. Third party links and resources in the Website

Where the Website contains links to other websites and resources provided by third parties, these links are provided for your information only and do not represent an endorsement of that website by us. Because we have no control over such sites and resources, you acknowledge and agree that we, our employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers and service providers are not responsible for the availability of such external sites or resources, and we, our employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers and service providers neither endorse nor are responsible or liable for any content, advertising, products or other materials on or available through such websites or resources.

Other websites may provide links to the Website with or without our authorization. You acknowledge and agree that we, our employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers and service providers do not endorse such sites, and are not and shall not be responsible or liable for any links from those sites to the Website, any content, advertising, products or other materials available on or through such other sites, or any loss or damages incurred in connection therewith.

### 13. Registration

Certain services made available on the Website may require prior registration to permit their use. You must provide accurate and complete registration information and inform us of any changes to that information (including your e-mail address) by altering your details as appropriate or by contacting assist@almenopro.com. Registration is for single user only.

### 14. Termination

These terms of use are effective until terminated. We, in our sole discretion, may terminate your access to or use of the Website, at any time and for any reason, including if we believe that you have violated or acted inconsistently with the letter or spirit of these terms of use. Upon any such termination, your right to use the Website will immediately cease. You agree that any termination of your access to or use of the Website may be effected without prior notice, and that we may immediately deactivate or delete your password and user name, and all related information and files associated with it, and/or bar any further access to such information or files. You agree that we shall not be liable to you or any third party for any termination of your access to the Website or to any such information or files, and shall not be required to make such information or files available to you after any such termination.

#### 15. Electronic communications

When you visit the Website or send e-mails to us, you are communicating with us electronically. For contractual purposes, you consent to receive communications electronically from us and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

#### 16. Applicable law

Our trade marks (whether registered or unregistered), trade names and any service marks ("Trade Marks") appearing on the Website are the property of Almeno Co., Ltd. and may not be used by you in any manner. All other trade marks, trade names or service marks not owned by us (or any companies within our parent's group of companies), that appear on this Website are the property of their respective owners, who may or may not be affiliated with, or connected to, us (or any companies within our parent's group of companies) and are also subject to similar restrictions on use.

## 17. Contact us

If you have any questions regarding the meaning of application of these terms of use, please direct such questions to assist@almenopro.com. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us.

## 18. Miscellaneous

These terms of use do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us. If any provision of these terms of use is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these terms of use and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under these terms of use without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under these terms of use without restriction. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This, together with all policies referred to herein, is the entire agreement between you and us relating to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter. Notices to you may be made via posting to the Website, by e-mail, or by regular mail, at our discretion. The Website may also provide notices of changes to these terms of use or other matters by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these terms of use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these terms of use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We will not be responsible for failures to fulfil any obligations due to causes beyond our control.