

Thailand Commercial's Terms of Service

Effective date: December 1, 2019

Welcome to Thailand Commercial! Our services are provided to you by Commercial Services Co., Ltd., a Thailand company (herein referred to as "Thailand Commercial" and collectively "Thailand Commercial," or "Thai Commercial", "we," "us," "our") through our websites located at www.ThailandCommercial.com (or ThailandCommercial.com) (the "Site," including mobile sites and mobile applications and affiliate websites), subject to the following terms of service ("Terms of Service" or "Terms"), which may be updated by us from time to time without prior notice to you. You should periodically visit this page to review the current Terms so you are aware of any revision to which you are bound.

The Thailand Commercial Privacy Policy, located at <https://www.ThailandCommercial.com/>, is incorporated by reference into this Terms of Service. BY USING THE SITE AND ITS SERVICES, YOU AGREE TO THESE TERMS; IF YOU DO NOT AGREE, DO NOT USE THE SITE OR ANY OTHER THAILAND COMMERCIAL SERVICES.

In addition, when using certain services and/or features, you shall be subject to any additional terms applicable to such services that may be posted on the Site from time to time, including, without limitation, the Privacy Policy. All such terms are hereby incorporated by reference into the Terms. Thailand Commercial is a limited company located in the Kingdom of Thailand. Our address is 38/217 Asoke Place Building, Sukhumvit 21 Rd., Klongtoey nuea, Wattana, Bangkok 10110 Thailand. Such address may be changed from time to time without prior notice to you.

The Service

Description of Service: Thailand Commercial offers an online real estate service for individuals and businesses to post properties for sale and/or rental; provide agents and others the ability to transact business; offer investment advice; and provide property management services including a digital real estate management and follow-up communications platform, accessible via computer, mobile applications and wireless devices or otherwise, as well as certain other media and content we may provide, including via Thailand Commercial Blog (together with the Site, the "Service"). Our Service may also integrate with, incorporate or otherwise link to products and services offered by third parties, including but not limited to a web-to-print product vendor, as further described below. Such third-party products and services may be subject to the additional and/or alternate terms and conditions and privacy policies of the third-party providers. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, shall be subject to the Terms. To the extent you access the Service through a mobile or wireless device, your carrier's standard charges, data rates and other fees may apply.

Age: Thailand Commercial takes a child's privacy very seriously. Our Service is not designed or intended to be used by children. If you are under 13 years of age, you are not authorized to use the Service, with or without registering. In addition, if you are between 13 and 18 years of age, you may use the Service, with or without registering, only with the approval of your parent or guardian.

Your registration obligations: You must register with Thailand Commercial in order to access certain functions of the Service. Users who register with Thailand Commercial ("Member(s)") may have access to certain Site functions and features as follows. Only Members may use the Service to create, and/or save and send online property listings and manage properties or correspondence. Only Members may access the properties he or she has uploaded, access certain information on other users and/or properties, upload property photos, and contact certain users and/or guests through the Site. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Once registered, you are a Member with a password to use the Service. Registration data and certain other information about all users, including Members, are protected and governed by our Privacy Policy.

We may offer you the ability to register and/or log in to our Site using Facebook, Google, or third-party services. These third-party services are detailed further in our Privacy Policy. Thailand Commercial does not control, is not responsible for, does not endorse, and fully disclaims any and all liability associated with your use of such third-party services. You represent and warrant that you will comply with all terms and conditions associated with such third-party services, and agree to defend and hold Thailand Commercial and all Thailand Commercial Entities (defined below) harmless from any claim or demand, including reasonable attorneys' fees, arising out of or relating to any such third-party services.

Member account, password and security: Members are responsible for maintaining the confidentiality of their login credentials and account information, and are fully responsible for any and all activities that occur under their password or account. Members agree to (a) immediately notify Thailand Commercial of any suspected or actual unauthorized use of a Member password or account or any other breach of security, and (b) ensure that Members exit from their Member account at the end of each session when accessing the Service. Thailand Commercial will not be liable for any loss or damage arising from a Member's failure to comply with this Section.

Modifications to Service: Thailand Commercial reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part or feature thereof) with or without notice. Without limiting the generality of the forgoing, Thailand Commercial may change its pricing at any time or add new fees and charges from time to time. You agree that Thailand Commercial shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

General practices regarding use and storage: You acknowledge that Thailand Commercial may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service on Thailand Commercial's servers on your behalf. You agree that Thailand Commercial has no responsibility or liability for the deletion or failure to store any data or other content maintained or transmitted by the Service. You acknowledge that Thailand Commercial reserves the right to terminate accounts that are inactive for an extended period of time or for posting inappropriate material. You further acknowledge that Thailand Commercial reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Conditions of Use

User conduct: You are solely responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "post") or email or otherwise transmit or use via the Service. Without limiting the generality of the foregoing, you expressly agree not to post, email, or otherwise make available content:

- that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, or invasive of another's privacy
- that harasses, degrades, intimidates or is hateful toward an individual or group of individuals including on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability
- that impersonates any person or entity, including, but not limited to, a BahtSold.com employee, or falsely states or otherwise misrepresents your affiliation with a person or entity
- that is false, deceptive, misleading, deceitful, mis-informative, or constitutes 'bait and switch'
- that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or content that you do not have a right to make available under any law or under contractual or fiduciary relationships

- that constitutes or contains affiliate marketing, link referral code, junk mail, spam, phishing, chain letters or pyramid schemes
- that advertises any illegal service or the sale of any items where the sale of which is prohibited or restricted by any applicable law, including without limitation, items, or services which are prohibited or 'regulated' by law without license
- that is posted using a VPN or disguised IP address, or employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of users or content transmitted through our service
- that infringes any intellectual property or other proprietary rights of Thailand Commercial or any other party;
- that "stalk", harass or otherwise violate the legal rights of others;
- that harm minors in any way;
- that impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- that would interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- that would violate any terms which may be applicable for any particular area of the Service; or intentionally or unintentionally violate any applicable local, province, state, national or international law, or any regulations having the force of law;
- that would use the Service in any unlawful manner or in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service;
- that would obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

Special notice for International use: Recognizing the global nature of the Internet, you agree to comply with all applicable laws, rules and regulations regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of data exported from Thailand, the United States or the country in which you reside. By providing your information to us, you consent to any transfer and processing in accordance with our applicable Privacy Policy.

No resale of Service: Unless otherwise specified, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or transmit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

Intellectual Property Rights

Service content, software and trademarks: You acknowledge and agree that the Service may contain content ("Service Content") that is protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized in writing by Thailand Commercial, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Site. Provided that you are eligible for use of the Service, you are granted a limited license to access and use the Site and the Service Content and to download or print a copy

of any portion of the Service Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Such license is subject to these Terms and does not permit use of any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Site or the Service Content other than as specifically authorized herein, without the prior written permission of Thailand Commercial, is strictly prohibited and will terminate the license granted herein. The technology and software underlying the Service is the property of Thailand Commercial, our affiliates and our partners (the "Software"). Except to the extent permitted by the law notwithstanding any contractual prohibition, you agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved. The "Thailand Commercial" name and logo are trademarks and service marks of Thailand Commercial (collectively the "Thailand Commercial Trademarks"). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Thailand Commercial. Nothing in these Terms or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Thailand Commercial Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Thailand Commercial Trademarks will inure to our exclusive benefit.

Third party material: Under no circumstances will Thailand Commercial be liable in any way for any content posted by third-parties or at the direction of users, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise transmitted via the Service. You acknowledge that Thailand Commercial does not pre-screen content, but that Thailand Commercial and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Thailand Commercial and its designees shall have the right to remove any content that violates the Terms or is deemed by Thailand Commercial, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

User content posted on the Site: You are solely responsible for the content and other materials you post on or through the Service or the Site or transmit to or share with other users or recipients (collectively, "User Content"). You will not post any User Content that you did not create or that you do not own all right, title and interest in and to, including, without limitation, all copyright and rights of publicity contained therein. By posting any User Content you hereby grant and will grant Thailand Commercial and its affiliated companies and agents a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub-licensable, perpetual, irrevocable license to copy, display, transmit, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. Thailand Commercial and its designees may, but have no obligation to, remove, edit, block, and/or monitor User Content at any time for any reason, including activity which, in its sole judgment: violates the Terms; violates applicable laws, rules, or regulations; is abusive, disruptive, offensive, illegal, or otherwise objectionable; or violates the rights of, or harms or threatens the safety of users of the Service.

You acknowledge and agree that Thailand Commercial may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce the Terms; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Thailand Commercial, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You acknowledge and agree that you will remove any guest from any list who requests removal. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to Thailand Commercial are non-

confidential and Thailand Commercial shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Copyright complaints: Thailand Commercial respects the intellectual property of others, and we ask our users to do the same. Thailand Commercial will promptly process and investigate notices of alleged infringement and will take appropriate actions under applicable intellectual property laws with respect to any alleged or actual infringement. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide us with the following information: 1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; 2) a description of the copyrighted work or other intellectual property that you claim has been infringed; 3) a description of where the material that you claim is infringing is located on the Site, with enough detail that we may find it on the Site; 4) your address, telephone number, and email address; 5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; 6) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Repeat infringer policy: Thailand Commercial has adopted a policy of terminating, in appropriate circumstances and at Thailand Commercial's sole discretion, Members who are deemed to be repeat infringers. Thailand Commercial may also at its sole discretion limit access to the Site and/or terminate the memberships of any Members who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Hyperlinks to Third Party Websites

The Service, our Members, or third parties may provide, links or otherwise direct users to other sites, services and resources on the Internet. Thailand Commercial has no control over such sites and resources and Thailand Commercial is not responsible for and does not endorse such sites, services and resources. You further acknowledge and agree that Thailand Commercial shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such hyperlinked site, service or resource.

Postings and Interactions

Your interactions with organizations and/or individuals found on, or through any material placed on our sites including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigations you feel are necessary or appropriate before proceeding with any online or offline transactions or dealings with any advertisers or users. You agree that Thailand Commercial shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or your attendance at any such event.

Payment, Refunds & Expiration Policy

Payment: By submitting an order to purchase a subscription and/or packages from Thailand Commercial through the Service, you authorize Thailand Commercial or its designated payment processor to charge the credit card account you provide for the payment, authorize a direct deposit, authorize PayPal, or any other payment provider for the total amount specified at check-out. All payments must be made using a credit card, direct deposit, PayPal, counter pay, or other approved payment method. Payment values are in Thai Baht, US dollars, or other currency presented to you at check-out as determined by your IP address geolocation or the zip code or country code that you provide when submitting your payment information. If you are a Thailand user, after you complete your purchase on the check-out page, Thailand Commercial will

send you an email message acknowledging receipt of the order and detailing your order reference number and the total costs of your order, including Value Added Tax ("VAT") applied ("Order Acknowledgement and Invoice"), and charge your credit card, or other payment method. Other Members who require an Order Acknowledgement and Invoice indicating VAT applied may request one by emailing support@ThailandCommercial.com.

You are responsible for all applicable charges, including any sales or use tax, duties, VAT, or other governmental taxes or fees payable in connection with your purchase, and Thailand Commercial reserves the right to collect such taxes or other fees from you at any time. If a credit card reaches its expiration date, your continued use of the Service constitutes your authorization for Thailand Commercial to continue billing your credit card and you remain responsible for any uncollected amounts. Thailand Commercial reserves the right to terminate your account for any reason, including credit card processing issues.

Refunds: Subject to Members consumer rights outlined below, purchases of subscriptions and other services are not refundable, whether or not used, and are not transferable. Refunds will be processed as soon as commercially reasonable and, in any case, within 14 days of receipt of the Member's cancellation request. Refunds will be made by the same method originally used to pay for the purchase, unless agreed otherwise.

By using the Service and/or attending any event posted on, or promoted through, the Service or otherwise, you agree to release, discharge and hold harmless Thailand Commercial and its subsidiaries and affiliates (the "Thailand Commercial Entities") from any and all losses, damages, rights, claims, actions of any kind and injury (including death) arising out of or relating to the Service or any act or omission by any person, including without limitation, any dispute between you and any other person, any content posted on the Site, and your attendance at any event posted on, or promoted through, the Service or publicly distributed on the web. This release includes, without limitation, any claim resulting from delay and the criminal acts of others.

Indemnity

You agree to indemnify, defend and hold Thailand Commercial and the Thailand Commercial Entities harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of or relating to the Services, including without limitation, any event posted on, or promoted through, the Service or publicly distributed on the web, any content posted to or transmitted through the Service, or publicly distributed on the web, your use of the Service, your connection to the Service, your violation of the Terms or your violation of any rights of another.

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY PROVIDED IN THE FOREGOING SECTION, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THAILAND COMMERCIAL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THAILAND COMMERCIAL MAKES NO WARRANTY THAT (I) ANY EVENT OR THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR EQUIPMENT OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU

FROM THAILAND COMMERCIAL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFIABLE INFORMATION ABOUT YOURSELF OR YOUR CHILDREN OR WHEN POSTING PHOTOS OR VIDEOS OF YOURSELF OR YOUR CHILDREN. THAILAND COMMERCIAL DOES NOT CONTROL OR ENDORSE THE CONTENT, MESSAGES OR INFORMATION FOUND ON THE SERVICE AND, THEREFORE, THAILAND COMMERCIAL SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO THE SERVICE AND ANY OTHER ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICE.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THAILAND COMMERCIAL AND THE THAILAND COMMERCIAL ENTITIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THAILAND COMMERCIAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE POSTING OF OR ATTENDANCE AT ANY EVENT, (II) THE USE OR INABILITY TO USE THE SERVICE; (III) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (V) STATEMENTS, CONTENT OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL THAILAND COMMERCIAL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE GREATER OF THE TOTAL FEES PAID BY YOU FOR THE SERVICES GIVING RISE TO THE CAUSE OF ACTION, OR THREE THOUSAND BAHT (3,000).

IF A DISPUTE SHOULD OCCUR BETWEEN MEMBERS ON THE SERVICE, OR BETWEEN MEMBERS, ADVERTISERS, AND/OR ANY THIRD PARTY, YOU UNDERSTAND AND AGREE THAT THAILAND COMMERCIAL IS UNDER NO OBLIGATION TO BECOME INVOLVED. YOU UNDERSTAND THAT ALL POSTINGS, MESSAGES, TEXT, FILES, IMAGES, PHOTOS, VIDEO, AUDIO, OR OTHER MATERIALS POSTED ON, TRANSMITTED THROUGH, OR LINKED FROM OUR SERVICE, ARE THE SOLE RESPONSIBILITY OF THE PERSON FROM WHOM SUCH CONTENT ORIGINATED. MORE SPECIFICALLY, YOU ARE ENTIRELY RESPONSIBLE AND LIABLE FOR EACH INDIVIDUAL ITEM OF CONTENT THAT YOU POST, EMAIL, OR OTHERWISE MAKE AVAILABLE VIA OUR SERVICE.

Dispute Resolution by Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Agreement to Arbitrate: This section is referred to in this Terms of Service as the "Arbitration Agreement". You agree that any and all disputes or claims that have arisen or may arise between you and Thailand Commercial, whether arising out of or relating to this Terms of Service (including any alleged breach thereof), the Service, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement. You agree that, by entering into this Terms of Service, you and Thailand Commercial are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury.

Pre-Arbitration Dispute Resolution: Thailand Commercial is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@Thailand Commercial.com.

Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the laws of the Kingdom of Thailand. If there is any inconsistency between any term of the law and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless Thailand Commercial and you agree otherwise, any arbitration hearings will take place in Bangkok, Thailand. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

Severability: Without limiting the severability provision in this section of the Terms of Service, if a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than the Prohibition of Class and Representative Actions and Non-Individualized Relief section above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified.

Termination

You agree that Thailand Commercial, in its sole discretion, may suspend or terminate your account (or any part thereof), deactivate any part, block your email or IP address, or remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Thailand Commercial believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Service, may be referred to appropriate law enforcement authorities. Thailand Commercial may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms may be affected without prior notice, and acknowledge and agree that Thailand Commercial may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Thailand Commercial shall not be liable to you or any third-party for any termination of your access to the Service.

General

These Terms constitute the entire agreement between you and Thailand Commercial and govern your use of the Service, superseding any prior agreements between you and Thailand Commercial with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software, and you represent and warrant that you will comply with all such additional terms and conditions. If you reside in Thailand, the Terms shall be governed by the laws of the Kingdom of Thailand without regard to its conflict of law provisions.

Additional Terms From Third Party Platform Providers

Apple-Enabled Software Applications: As part of the Service, we may offer mobile applications that are intended to be made commercially available by Apple Inc. ("Apple", and such apps, "Apple-Enabled

Software”). With respect to the Apple- Enabled Software, in addition to the other terms and conditions set forth in this Agreement, the following terms and conditions apply:

Thailand Commercial and you acknowledge that these Terms are concluded between Thailand Commercial and you only, and not with Apple, and that as between Thailand Commercial and Apple, Thailand Commercial, not Apple, is solely responsible for the Apple- Enabled Software and the content thereof. You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the usage rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the applicable Apple terms of service (the “App Store Terms of Service”). Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product, as applicable, that you own or control, as permitted by the usage rules set forth in the App Store Terms of Service. Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software. Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Thailand Commercial’s sole responsibility, to the extent it cannot be disclaimed under applicable law. Thailand Commercial and you acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms of Service with respect to any Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

Your Privacy

At Thailand Commercial we respect the privacy of our users. For details please see our Privacy Policy at <https://www.Thailand Commercial.com/>. By using the Services, you consent to our collection and use of personal data as outlined therein.

Questions? Concerns? Suggestions?

Please contact us at support@ThailandCommercial.com to report any violations of the Terms or to pose any questions regarding these Terms or the Service.

THAILAND
COMMERCIAL