

### **1. Introduction**

These Website Standard Terms and Conditions (the “Terms”) written on this webpage shall manage procedures and policies on the personal information collected through the Website as well as your use of this website. These Terms will be applied fully and affect to your use of this Website. By using this Website, you, as a “User”, agreed to accept all terms and conditions written in here included but not limited to the collection, transfer, storage, disclosure, and other uses of your information. You must not use this Website if you disagree with any of these Website Standard Terms and Conditions. Minors or people below 18 years old are not allowed to use this Website.

### **2. Intellectual Property Rights**

Other than the content you own (“Your Content”), under the Terms, Boutique Corporation Public Company Limited (“BC”) and/or its licensors own all the intellectual property rights and materials contained in this Website.

You are granted limited license only for purposes of viewing the material contained on this Website.

### **3. Restrictions**

You are specifically restricted from all of the following:

- publishing any Website material in any other media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being access by you and BC may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well.

### **4. Your Content**

In these Website Standard Terms and Conditions, “Your Content” shall mean any audio, video text, images or other material you choose to display on this Website. By displaying Your Content, you grant BC a non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be invading any third-party’s rights. BC reserves the right to remove any of Your Content from this Website at any time without notice.

### **5. No warranties**

This Website is provided “as is,” with all faults, and BC expresses no representations or warranties, of any kind related to this Website or the materials contained on this Website. Also, nothing contained on this Website shall be interpreted as advising you.

BC does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Website.

### **6. Limitation of liability**

In no event shall BC, nor any of its officers, directors and employees, shall be held liable for anything arising out of or in any way connected with your use of this Website whether such liability is under

contract. BC, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

In no event shall BC be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of Users' use of or inability to use the Website, even if BC has been advised of the possibility of such damages. In no event will BC be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. BC shall have no liability with respect to the content of the Website or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

#### **7. Indemnification**

You hereby indemnify to the fullest extent BC from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

#### **8. Severability**

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

#### **9. Variation**

BC is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

BC reserves the right to make any changes in the promotion details, terms and conditions and expiration date of any promotion without prior notice.

BC further reserves the right to change the information on this Website at any time.

#### **10. Assignment**

BC is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

#### **11. Entire Agreement**

These Terms constitute the entire agreement between BC and you in relation to your use of this Website, and supersede all prior agreements and understandings.

#### **12. Governing Law & Jurisdiction**

These Terms will be governed by and construed in accordance with the laws of Thailand and the parties agree to submit to the exclusive jurisdiction of the courts of Thailand. If for any reason a court finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect. Any waiver of any provision of these Terms by a party will be effective only if in writing and signed by that party. The applicability of these Terms shall survive any termination of your registration for the online ordering service.