

Terms of Service

1. Introduction

1.1 Welcome to the Esri platform (the "Site"). Please read the following Terms of Service carefully before using this Site so that you are aware of your legal rights and obligations with respect to Esri (Thailand) Co., Ltd. and its affiliates and subsidiaries (individually and collectively, "ESRI", "we", "us" or "our"). The "Services" we provide or make available include (a) the Site, (b) the services provided by the Site and by ESRI client software made available through the Site, and (c) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video (including live streams), messages, tags, content, programming, software, application services (including, without limitation, any mobile application services) or other materials made available through the Site or its related services ("Content"). Any new features added to or augmenting the Services are also subject to these Terms of Service. These Terms of Service govern your use of Services provided by ESRI.

1.2 Before becoming a user of the Site, you must read and accept all of the terms and conditions in, and linked to, these Terms of Service and you must consent to the processing of your personal data as described in the Privacy Policy linked hereto.

1.3 ESRI reserves the right to change, modify, suspend or discontinue all or any part of this Site or the Services at any time. ESRI may release certain Services or their features in a beta version, which may not work correctly or in the same way the final version may work, and we shall not be held liable in such instances. ESRI may also impose limits on certain features or restrict your access to parts of, or the entire, Site or Services in its sole discretion and without notice or liability.

1.4 ESRI reserves the right to refuse to provide you access to the Site for any reason.

By using ESRI services or opening an account, You give your irrevocable acceptance of and consent to the terms of this agreement, including those additional terms and conditions and policies referenced herein and/or linked hereto.

If you do not agree to these terms, Please do not use our services or access the site.

2. Privacy

2.1 Your privacy is very important to us at ESRI. To better protect your rights we have provided the Esri.com Privacy Policy to explain our privacy practices in detail. Please review the Privacy Policy to understand how ESRI collects and uses the information associated with your Account and/or your use of the Services (the "User Information"). By using the Services or providing information on the Site, you:

- (i) consent to ESRI's collection, use, disclosure and/or processing of your Content, personal data and User Information as described in the Privacy Policy;
- (ii) agree and acknowledge that the proprietary rights of your User Information are jointly owned by you and ESRI; and
- (iii) shall not, whether directly or indirectly, disclose your User Information to any third party, or otherwise allow any third party to access or use your User Information, without ESRI's prior written consent.

2.2 Users in possession of another user's personal data through the use of the Services (the "Receiving Party") hereby agree that, they will (i) comply with all applicable personal data protection laws with respect to any such data; (ii) allow the user whose personal data the Receiving Party has collected (the "Disclosing Party") to remove his or her data so collected from the Receiving Party's database; and (iii) allow the Disclosing Party to review what information have been collected about them by the Receiving Party, in each case of (ii) and (iii) above, in compliance with and where required by applicable laws.

3. Limited license

3.1 ESRI grants you a limited and revocable license to access and use the Services subject to the terms and conditions of these Terms of Service. All proprietary Content, trademarks, service marks, brand names, logos and other intellectual property ("Intellectual Property") displayed in the Site are the property of ESRI and where applicable, third party proprietors identified in the Site. No right or license is granted directly or indirectly to any party accessing the Site to use or reproduce any Intellectual Property, and no party accessing the Site shall claim any right, title or interest therein. By using or accessing the Services you agree to comply with the copyright, trademark, service mark, and all other applicable laws that protect the Services, the Site and its Content. You agree not to copy, distribute, republish, transmit, publicly display, publicly

perform, modify, adapt, rent, sell, or create derivative works of any portion of the Services, the Site or its Content. You also may not, without our prior written consent, mirror or frame any part or whole of the contents of this Site on any other server or as part of any other website. In addition, you agree that you will not use any robot, spider or any other automatic device or manual process to monitor or copy our Content, without our prior written consent (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this website).

- 3.2 You are welcome to link to the Site from your website, provided that your website does not imply any endorsement by or association with ESRI. You acknowledge that ESRI may, in its sole discretion and at any time, discontinue providing the Services, either in part or as a whole, without notice.

4. Software

Any software provided by us to you as part of the Services is subject to the provisions of these Terms of Service. ESRI reserves all rights to the software not expressly granted by ESRI hereunder. Any third-party scripts or code, linked to or referenced from the Services, are licensed to you by the third parties that own such scripts or code, not by ESRI.

5. Accounts and security

- 5.1 You may be able to gain access to other products, websites or services to which we have enabled access or with which we have tied up or collaborated. ESRI has not reviewed, and assumes no responsibility for any third party content, functionality, security, services, privacy policies, or other practices of those products, websites or services. If you do so, the terms of service for those products, websites or services, including their respective privacy policies, if different from these Terms of Service and/or our Privacy Policy, may also apply to your use of those products, websites or services.
- 5.2 You may only use the Services if you are located in one of our approved countries, as updated from time to time.

6. Term of use

6.1 The license for use of this Site and the Services is effective until terminated. This license will terminate as set forth under these Terms of Service or if you fail to comply with any term or condition of these Terms of Service. In any such event, ESRI may effect such termination with or without notice to you.

6.2 You agree not to:

- (a) upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, alarming, distressing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (b) violate any laws, including without limitation any laws and third party rights;
- (c) upload, post, transmit or otherwise make available any Content featuring an unsupervised minor or use the Services to harm minors in any way
- (d) use the Services or upload Content to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- (e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- (f) remove any proprietary notices from the Site;
- (g) cause, permit or authorize the modification, creation of derivative works, or translation of the Services without the express permission of ESRI;
- (h) use the Services for the benefit of any third party or any manner not permitted by the licenses granted herein;
- (i) use the Services or upload Content in a manner that is fraudulent, unconscionable, false, misleading or deceptive;
- (j) open and/or operate multiple user accounts in connection with any conduct that violates either the letter or spirit of these Terms of Service;
- (k) access the ESRI platform, open a user account, or otherwise access your user account using an emulator, simulator, bot, or other similar hardware or software;

- (l) attempt to decompile, reverse engineer, disassemble or hack the Services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented by ESRI with respect to the Services and/or data transmitted, processed or stored by ESRI;
- (m) harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
- (n) upload, email, post, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (o) upload, email, post, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (p) upload, email, post, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other unauthorized form of solicitation;
- (q) upload, email, post, transmit or otherwise make available any material that contains software viruses, worms, Trojan-horses or any other computer code, routines, files or programs designed to directly or indirectly interfere with, manipulate, interrupt, destroy or limit the functionality or integrity of any computer software or hardware or data or telecommunications equipment;
- (r) interfere with, manipulate or disrupt the Services or servers or networks connected to the Services or any other user's use and enjoyment of the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- (s) take any action or engage in any conduct that could directly or indirectly damage, disable, overburden, or impair the Services or the servers or networks connected to the Services;
- (t) use the Services to intentionally or unintentionally violate any applicable local, state, national or international law, rule, code, directive, guideline, policy or regulation including,
- (u) without limitation, laws and requirements (whether or not having the force of law) relating to anti-money laundering or counter-terrorism;
- (v) use the Services to violate the privacy of others or to "stalk" or otherwise harass another;

- (w) infringe the rights of ESRI, including any intellectual property rights and any passing off of the same thereof;
- (x) use the Services to collect or store personal data about other users in connection with the prohibited conduct and activities set forth above; and/or
- (y) list items which infringe upon the copyright, trademark or other intellectual property rights of third parties or use the Services in a manner which will infringe the intellectual property rights of others.

6.3 You acknowledge, consent to and agree that ESRI may access, preserve and disclose your Account information and Content if required to do so by law or pursuant to an order of a court or by any governmental or regulatory authority having jurisdiction over ESRI or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Service; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of ESRI, its users and/or the public.

7. Violation of our terms of service

7.1 Violations of this policy may result in a range of actions, including, without limitation, any or all of the following:

- Criminal charges
- Civil actions, including without limitation a claim for damages and/or interim or injunctive relief before the court's judgment or order

7.2 If you believe a user on our Site is violating these Terms of Service, please contact esrith.contact@cdg.co.th

8. Feedback

ESRI welcomes information and feedback from our users which will enable ESRI to improve the quality of service provided. Please refer to our feedback procedure below for further information:

- (i) Feedback may be made in writing through email to or using the feedback form found on the website.
- (ii) Anonymous feedback will not be accepted.
- (iii) Users affected by the feedback should be fully informed of all facts and given the opportunity to put forward their case.
- (iv) Vague and defamatory feedback will not be entertained.

9. Disclaimers

- 9.1 The services are provided "as is" and without any warranties, claims or representations made by esri of any kind either expressed, implied or statutory with respect to the services, including, without limitation, warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose, nor are there any warranties created by course of dealing, course of performance or trade usage. Without limiting the foregoing and to the maximum extent permitted by applicable law, esri does not warrant that the services, this site or the functions contained therein will be available, accessible, uninterrupted, timely, secure, accurate, complete or error-free, that defects, if any, will be corrected, or that this site and/or the server that makes the same available are free of viruses, clocks, timers, counters, worms, software locks, drop dead devices, trojan-horses, routings, trap doors, time bombs or any other harmful codes, instructions, programs or components.
- 9.2 You acknowledge that the entire risk arising out of the use or performance of the site and/or the services remains with you to the maximum extent permitted by applicable law.
- 9.3 ESRI has no control over and, to the maximum extent permitted by applicable law, does not guarantee or accept any responsibility for the fitness for purpose, existence, quality, safety or legality of items available via the services and you agree to release esri and its affiliates from any and all claims, demands and damages arising out of or in connection with any such dispute.

10. Exclusions and limitations of liability

- 10.1 to the maximum extent permitted by applicable law, in no event shall esri be liable whether in contract, warranty, tort (including, without limitation, negligence (whether active, passive or imputed), product liability, strict liability or other theory), or other cause of action at law, in equity, by statute or otherwise, for:
- (i) (a) loss of use; (b) loss of profits; (c) loss of revenues; (d) loss of data; (e) loss of good will; or (f) failure to realise anticipated savings, in each case whether direct or indirect; or
 - (ii) any indirect, incidental, special or consequential damages, arising out of or in connection with the use or inability to use this site or the services, including, without limitation, any damages resulting therefrom, even if esri has been advised of the possibility of such damages.
- 10.2 You acknowledge and agree that your only right with respect to any problems or dissatisfaction with the

services is to request for termination of your account and/or discontinue any use of the services.

- 10.3 Nothing in these terms of service shall limit or exclude any liability for death or personal injury caused by ESRI's negligence, for fraud or for any other liability on the part of esri that cannot be lawfully limited and/or excluded.

11. **Links to third party sites**

Third party links will let you leave this site and the sites they link to are not under the control of ESRI in any manner whatsoever and you therefore access them at your own risk. ESRI is in no manner responsible for the contents of any such linked site or any link contained within a linked site, including any changes or updates to such sites. ESRI is providing these links merely as a convenience, and the inclusion of any link does not in any way imply or express affiliation, endorsement or sponsorship by ESRI of any linked site and/or any of its content therein.

12. **Third party contributions to the services and external links**

- 12.1 Each contributor to the Services of data, text, images, sounds, video, software and other Content is solely responsible for the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with their Content contribution. As such, ESRI is not responsible to, and shall not, regularly monitor or check for the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with any contribution of Content. You will not hold ESRI responsible for any user's actions or inactions, including, without limitation, things they post or otherwise make available via the Services.
- 12.2 In addition, the Services may contain links to third party products, websites, services and offers. These third party links, products, websites and services are not owned or controlled by ESRI. Rather, they are operated by, and are the property of, the respective third parties, and may be protected by applicable copyright or other intellectual property laws and treaties. ESRI has not reviewed, and assumes no responsibility for the content, functionality, security, services, privacy policies, or other practices of these third parties. You are encouraged to read the terms and other policies published by such third parties on their websites or otherwise. By using the Services, you agree that ESRI shall not be liable in any manner due to your use of, or inability to use, any website or widget. You further acknowledge and agree that ESRI may disable your

use of, or remove, any third party links, or applications on the Services to the extent they violate these Terms of Service.

13. Your representations and warranties

You represent and warrant that:

- (a) you possess the legal capacity (and in the case of a minor, valid parent or legal guardian consent), right and ability to enter into these Terms of Service and to comply with its terms; and
- (b) you will use the Services for lawful purposes only and in accordance with these Terms of Service and all applicable laws, rules, codes, directives, guidelines, policies and regulations

14. Fraudulent or suspicious activity

If ESRI, in its sole discretion, believes that you may have engaged in any potentially fraudulent or suspicious activity and/or transactions. The actions we may take include but are not limited to the following:

- (a) We may close, suspend, or limit your access to the Services,
- (b) We may refuse to provide the Services to you now and in the future.

15. Indemnity

You agree to indemnify, defend and hold harmless ESRI, and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, an employees (collectively, the "Indemnified Parties") from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements penalties, fines, costs and expenses (including, without limitation, any other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to: (a) any transaction made on the Site, or any dispute in relation to such transaction (except where ESRI or its affiliates is the seller in the transaction that the dispute relates to), (c) the hosting, operation, management and/or administration of the Services by or on behalf of ESRI, (d) your violation or breach of any term of these Terms of Service or any policy guidelines referenced herein, (e) your use or misuse of the Services, or (f) your breach of any law or any rights of a third party

16. Severability

If any provision of these Terms of Service shall be deemed unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction.

17. Governing law

These Terms of Service shall be governed by and construed in accordance with the laws of the Thailand without regard to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act, to the extent applicable, are expressly disclaimed. Unless otherwise required by applicable laws, any dispute, controversy, claim or difference of any kind whatsoever shall arising out of or relating to these Terms of Service against or relating to ESRI or any Indemnified Party under these Terms of Service shall be referred to and finally resolved by arbitration in Thailand in accordance with the Arbitration Rules of the Thailand Arbitration Centre (“THAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this Section. There will be one (1) arbitrator and the language of the arbitration shall be Thai.

18. General provisions

18.1 ESRI reserves all rights not expressly granted herein.

18.2 ESRI may modify these Terms of Service at any time by posting the revised Terms of Service on this Site. Your continued use of this Site after such changes have been posted shall constitute your acceptance of such revised Terms of Service.

18.3 Nothing in these Terms of Service shall constitute a partnership, joint venture or principal-agent relationship between you and ESRI, nor does it authorize you to incur any costs or liabilities on ESRI's behalf.

18.4 The failure of ESRI at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.

18.5 These Terms of Service are solely for your and our benefit and are not for the benefit of any other person or entity, except for ESRI's affiliates and subsidiaries (and each of ESRI's and its affiliates' and subsidiaries' respective successors and assigns).

- 18.6 The terms set forth in these Terms of Service and any agreements and policies included or referred to in these Terms of Service constitute the entire agreement and understanding of the parties with respect to the Services and the Site and supersede any previous agreement or understanding between the parties in relation to such subject matter. The parties also hereby exclude all implied terms in fact. In entering into the agreement formed by these Terms of Service, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in these Terms of Service. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this Section it might otherwise have had in relation to any of the foregoing. These Terms of Service may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.
- 18.7 You agree to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and corruption including without limitation the UK Bribery Act, the US Foreign Corrupt Practices Act and confirm that you have and shall have in place all policies and procedures needed to ensure compliance with such requirements.
- 18.8 If you have any questions or concerns about these Terms of Service or any issues raised in these Terms of Service or on the Site, please contact us at: esrith.contact@cdg.co.th