## Terms of Use

## Important

These terms and conditions (T&C's) apply to all users of this our affiliated website(s) and the associated services. By using our affiliated website(s) you will be deemed to agree to these T&C's without qualification. If you do not agree to be bound by these T&C's please do not use our affiliated website(s) or continue to use our affiliated website(s).

### Username and Password

Access to some services or content may require registration. This will result in you being allocated a user ID and password that must be used whenever requested. That username and password are personal to you and you agree at all times to maintain the confidentiality of your username and password and not to disclose them to any third party. You agree that you are solely responsible for any use of our affiliated website(s) by any person using your username and password. You agree to indemnify Meshtec International Co., Ltd. against any and all claims arising out of your failure to maintain the confidentiality of your username or password.

### Access

You understand that we may, for security and technical reasons, at any time and in our sole discretion and without prior notice to you, prohibit or restrict your access to our affiliated website(s). We will notify you as soon as possible of any restriction to your access rights.

### **No Advice**

You agree that we provide no advice or endorsement of any kind and nor do we give any advice or offer any opinion with regard to the value or suitability of any particular transaction or course of action. The availability of information through our affiliated website(s) does not constitute a recommendation by us to enter into any transaction or follow any course of action. Any decision that you make must be based solely on your own evaluation of your circumstances and objectives. We recommend that you independently verify the accuracy, currency or reliability of any information made available via our affiliated website(s) and upon which you intend to rely.

## Information and warranties

Meshtec International Co., Ltd. and its information contributors and associated service providers do not give any warranty whatsoever, including without limitation, as to the availability, accuracy, completeness, currency or reliability of the information or services made available via our affiliated website(s) and expressly disclaim (to the maximum extent permitted in law) all liability for any damage or loss resulting from your use of, or reliance on the Site or the information provided via the Site. The site services and information are provided on an "as is" basis. We make no warranty that our affiliated website(s) will be free from viruses or any kind of malicious code whatsoever.

### **Linked sites**

No link appearing on our affiliated website(s) and no linked site is endorsed by us and no responsibility is taken for material on any linked site. You agree that by accessing any linked site you are doing so at your

own risk and you agree to fully indemnify us against any liability arising out of your accessing any linked site.

# **Intellectual Property**

You acknowledge that we are the proprietor or the authorised user of the copyright, trademarks and all other intellectual property rights (IP Rights) in the software, text, graphics and other material (Content) displayed or available through the our affiliated website(s).

Unauthorised use of the Content is strictly prohibited and may infringe the IP Rights in the Content. No content may be reproduced, published or transmitted in any manner without the prior written consent.

In particular and without limitation, you may not without prior written permission from us:

- archive the Content or any part of it;

- form a database whether electronically or otherwise by systematically downloading or storing all or any of the Content;

- redistribute or republish the Content ; or

- link to our affiliated website(s) including (without limitation) linking in any way which frames our affiliated website(s); replicates our affiliated website(s) or misleads any person regarding any association with our affiliated website(s); or your association with us or otherwise whether implicitly or expressly.

## **Technical Difficulties**

You acknowledge that your use of our affiliated website(s) and associated services may be subject to interruption or delay. Due to the nature of the Internet and mobile phone communications, Meshtec International Co., Ltd. and its service providers do not make any warranty that our affiliated website(s) or services will be error free, without interruption or delay or free from defects in design or engineering.

## Liability

To the maximum extent permitted in law you specifically agree to indemnify and hold Meshtec International Co., Ltd. harmless from any and all claims relating to your use of our affiliated website(s) or its use by any person on your behalf. For the purposes of this paragraph our affiliated website(s) means and includes any linked site(s).

## Privacy

You acknowledge that you have read and understood and agree to the terms of the Privacy Policy.

## Severability

The illegality, invalidity or unenforceability of any part of the T&C's will not affect the legality, validity or enforceability of the remainder.

# Variations

We may vary these T&C's from time to time. By continuing to use our affiliated website(s) after a Variation has been posted on our affiliated website(s) or after you have been notified of a Variation you will be deemed to agree to the varied T&C's.

# Termination

We may immediately terminate this agreement without liability if we reasonably believe you are in breach of these T&C's or we wish to withdraw our affiliated website(s) or any part of it/them.

## Law

These T&C's and your use of our affiliated website(s) will be governed by and construed in accordance with the laws of the Kingdom of Thailand and you submit to the exclusive jurisdiction of the Thai Courts.