

## **Alive United's Terms of Service for Customer**

The Alive United's Terms of Service for Customer (“**TOS for Customer**”) is made by and between the Company (hereinafter defined) and the Customer (hereinafter defined).

Whereas:

1. The Company is the owner of ALIVE UNITED Services (hereinafter defined) and operating the business of distribution, display, and sub-licensing of the Arts and Contents (hereinafter defined) through the Websites (hereinafter defined) and other appropriate channels to the Customer (hereinafter defined) and other third persons.
2. The Customer wishes to use the Arts and Contents (hereinafter defined) and agrees to pay the remuneration for such usage subject to the terms and conditions prescribed in this TOS for Customer.

Now, therefore, the Company and the Customer hereby agree as prescribed below.

### **1. Definitions**

“**ALIVE UNITED Services**” means the distribution of the Arts and Contents and the permitting of the Customers to use the Arts and Contents distributed and displayed on the Website whereby the Customer pays the remuneration for such usage as prescribed in this TOS for Customer or as mutually agreed between the Customer and the Company.

“**Artist**” means the legal owner of the copyrighted Arts and Contents and has the sole right to permit the right to use the Arts and Contents in Thailand and other countries worldwide; and permits the Company and the Customer, through the sub-licensing via the Company, for commercial or any other purpose whatsoever, to use the Arts and Contents by distributing and displaying the Arts and Contents through the system of ALIVE UNITED Services by opening the Artist's account on the system; whereby the Artist has entered into and agreed to comply with and be bound by the TOS for Artist.

“**Arts and Contents**” means any photographs, paintings, drawings, handmade and digital arts, images, vectors, audio-visual materials, animations, editorial images, graphics, moving images, videos, and the related information which includes but not limited to keywords, captions, names or titles of the arts and metadata information, related to the Artist who is the owner of, and has the sole right to submit to ALIVE UNITED Services system, the copyrighted works.

“**Company**” means ALIVE UNITED Co., Ltd. who is the owner of ALIVE UNITED Services.

“**Customer**” means the Company's customers, Partners, and/or any other person(s) or legal entity(s) who wishes to use the Arts and Contents by agreeing to comply with and be bound by this TOS for Customer, the Terms of Use for Website Users and the Company's Data Protection Notice for Website Users.

“**Customer Work**” means any original product created or invented by the Customer which incorporated or using the Arts and Contents along with other medias, information, and materials.

“**Partner**” means any persons or legal entities which the Company permits the usage, reproduction, modifying, improving, editing, distributing and displaying to the public and/or selling, advertising and marketing in any channel whatsoever, of the Arts and Contents, whether for any remuneration or not; Partners are also considered as the Customers under the definition of ‘Customer’ as prescribed in this TOS for Customer.

“**TOS for Artist**” means the Terms and Conditions of ALIVE UNITED Services for Artist between the Company and the Artist.

“**Website**” means the Company and its affiliates, subsidiaries, assigns, successors, representatives, and/or agents’ websites, webpages, plug-ins, software, and/or applications or any Arts and Contents, products, services or features thereon, individually and collectively.

“**Website User**” means any person or legal entity who accesses, browses, or uses the Website and has entered into and agreed to comply with and be bound by the Terms of Use for Website Users and the Company’s Data Protection Notice for Website Users.

## **2. Ownership of the Arts and Contents**

- 2.1 The Customer acknowledges and agrees that all of the Arts and Contents are owned by either the Company or the Artist. The Artist and the Company also retains all their respective rights to their Arts and Contents including copyrights, titles, and all other intellectual property rights.
- 2.2 Except as otherwise expressly granted by the Company under this TOS for Customer or any other licensing agreement the Customer has with the Company, no right in any Arts and Contents is granted to the Customer in any way and at any time.

## **3. Sub-Licensing, Accessing, Copyright Transfer of the Arts and Contents**

### **3.1 Standard License**

- (1) Subject to the terms and conditions of this TOS for Customer, the Company grants the Customer who purchases the standard license—of the Arts and Contents with a perpetual, worldwide, non-exclusive, non-transferable, and non-sublicensable right to use, reproduce, modify, improve, edit, distribute, and/or display the Arts and Contents.

For avoidance of doubt, ‘non-transferable’ means that the Customer is prohibited from selling, renting, transferring, granting, or giving the Arts and Contents and any rights the Customer has on the Arts and Contents, including the right to use, to any person or legal entity; also, the Customer Work must be

used by the Customer and/or the Customer's employer, client, or customer who shall be the end user of the Customer Work.

- (2) Subject to the restrictions prescribed in Clause 4 of this TOS for Customer, the Customer may use, reproduce, modify, improve, edit, distribute, distribute, and/or display the Arts and Contents in order to create or invent the Customer Work.
- (3) Without purchasing the merchandise and product for sale or promotional distribution license, the Customer is not permitted to use, reproduce, modify, improve, edit, distribute, and/or display the Arts and Contents in any way save for what expressly granted in this Clause 3.1.
- (4) Once the Customer purchases the standard license, the Customer shall be allowed to access, use, reproduce, modify, improve, edit, distribute, and/or display the Arts and Contents for commercial or editorial purposes. This includes but not limited to promotional and marketing materials, packaging of products, presentations, catalogues and e-catalogues, books and e-books, magazines and online magazines, newspapers and online newspapers, websites, mobile applications, albums and online albums, playlist covers, video games, and social media platforms.
- (5) The prices for the standard license shall be as prescribed and updated from time to time in the Table of Prices as can be found here [\(-link to be attached-\)](#).

### 3.2 Market Freeze License

- (1) In addition to all the rights as prescribed in Clause 3.1 above, for the Customer who purchases the market freeze license of the Arts and Contents, the Company will temporarily, for a period of time between 6 months to 3 years or, subject to a mutual agreement between the Company and the Customer, more than 3 years, beginning at the date of purchase, depending on the term of the market freeze license purchased by the Customer; (i) stop providing ALIVE UNITED Services of such Arts and Contents to any other Customer; and (ii) remove the Arts and Contents from the Websites.
- (2) For avoidance of doubt, after the period as prescribed in Clause 3.2 (1) above, the Customer shall continue to enjoy the rights as prescribed in Clause 3.1 of this TOS for Customer.
- (3) The Customer acknowledges and agrees that there shall be no restriction on other Customer(s), licensees, or sub-licensee already granted with any rights on or the sub-licensing of the Arts and Contents prior to date the Customer purchases the market freeze license and such person(s) shall be able to continue using the Arts and Contents in accordance with the terms and conditions of the agreement they have in place.
- (4) For the Arts and Contents not readily available for market freeze license purchase, the Customer may choose to contact the Company and put in an offer

to purchase the Arts and Contents in market freeze license. Upon receiving such offer in writing, the Company shall immediately contact the Artist to negotiate for the market freeze license on such Arts and Contents. In the case that the Artist accepts the offer, the Company shall notify the Customer of the complete purchase order without delay but in any case, the process of purchase shall not exceed 1 month.

For avoidance of doubt, the Customer acknowledges and agrees that there shall be no restriction on other Customer(s), licensees, or sub-licensee already granted with any rights on or the sub-licensing of the Arts and Contents prior to date the purchase order in the above paragraph is completed, and such person(s) shall be able to continue using the Arts and Contents in accordance with the terms and conditions of the agreement they have in place.

- (5) Without purchasing the merchandise or product for sale or promotional distribution license package, the Customer is not permitted to use the Arts and Contents in any way save for what expressly granted in this Clause 3.2.
- (6) The prices for the market freeze license shall be as prescribed and updated from time to time in the Table of Prices as can be found here [\(-link to be attached-\)](#).

### 3.3 Composite Layout Access

- (1) Subject to the terms and conditions of this TOS for Customer, the Company grants the Customer who purchases or is granted with the composite layout access with the right to access to and download any Arts and Contents available on the Website at the applicable time only for creation of test(s), mockup(s), or sample(s), i.e. composite or comp layout. The Customer is able to access and download the Arts and Contents within 60 days from the date the Customer purchase or is granted with the composite layout access.
- (2) The Company gives no representations and warranties for any use based on composite layout access.
- (3) The Customer who purchases or is granted with the composite layout access shall only be entitled to use each of the downloaded Arts and Contents only for creation of test(s), mockup(s), or sample(s), i.e. composite or comp layout, for a period of 60 days from the date the Customer download such Arts and Contents. In order for the Customer to use, reproduce, modify, improve, edit, distribute, and/or display any of the Arts and Contents to create the Customer Work, any other final materials, or publicly available materials whatsoever, the Customer shall have to purchase a standard license, an additional license, and/or a market freeze license for such Arts and Contents or complete the copyright transfer of such Arts and Contents in accordance with Clause 3.4 below, as the case may be, within 60 days from the date the Customer downloads such Arts and Contents. In the case such Arts and Contents has been taken down from the Websites by the Artist or the Company by any reason whatsoever, the Company shall use its best effort to enable the Customer to complete the purchase of the Arts and Contents' license or the copyright transfer of the Arts and Contents, as

the case may be. Nonetheless, the Company gives no guaranty nor warranty that all Arts and Contents shall be available for licensing, copyright transferring, or download throughout such period of 60 days and the Customer hereby waives any and all rights or claims against the Company for such unavailability of such Arts and Contents.

- (4) The Company has the sole discretion to cancel any Customer's composite layout access if the Company considers that the Customer is using the composite layout access without any intention to purchase any license or copyright of the downloaded Arts and Contents or is using the downloaded Arts and Contents in violation of Clause 3.3 (1) and Clause 3.3 (3) of this TOS for Customers. In this regard, the Company also reserves the right to claim for any losses and damages incurred or arising in relation to such violation and action.
- (5) The prices for the composite layout access shall be as prescribed and updated from time to time in the Table of Prices as can be found here [\(-link to be attached-\)](#).

#### 3.4 Transfer of Copyrighted Works

- (1) The Customer may choose to contact the Company and put in a request to purchase the copyrighted Arts and Contents from the Company. Upon receiving such request, the Company shall use its best endeavors to negotiate with the Artist to procure for the copyright ownership transfer of such Arts and Contents to the Customer. In the case that the Artist agrees to the copyright ownership transfer, the Company shall send an offer to the Customer with the details of the purchase price and other information necessary for completing the copyright ownership transfer, including the timeline, terms and conditions, and required documents. The Customer shall accept the offer within 7 business days or any other period to be mutually agreed between the Customer and the Company. For avoidance of doubt, the Company shall not be obligated to and shall give no commitment on the success of the copyright ownership transfer. The Customer hereby releases and discharges the Company from any loss, damages, cost and expense, or other liability incurred by or arisen from the failure to complete the copyright ownership transfer of any Arts and Contents.

The Customer acknowledges and agrees that the copyright ownership transfer shall be conditional upon the Customer consenting and agreeing that; (i) other Customer(s), licensees, or sub-licensees already granted with any rights on, the licensing or the sub-licensing of the Arts and Contents prior to date the copyright ownership transfer in the above paragraph is completed shall be able to continue using the Arts and Contents in accordance with their applicable terms and conditions; (ii) any usage, for examples, using, reproducing, modifying, editing, distributing, and/or displaying, of the Arts and Contents by the Artist prior to date the copyright ownership transfer in the above paragraph is completed shall be permitted and valid; and (iii) the purchase price and other payment (if any) is paid to the Company in full. The Customer hereby agrees to represent and warrant in the relevant agreement or document for the copyright ownership transfer to consent and permit the aforementioned usage, licensing, and sub-licensing of such Arts and Contents and shall cooperate and assist in

executing any required legal documents to ensure such usage, licensing, and sub-licensing to those other Customer(s), licensees, or sub-licensees remain valid and enforceable under the applicable laws.

- (2) The costs and expenses for the ownership transfer of the Arts and Contents shall be borne by the Customer.

### 3.5 Merchandise and Product for Sale or Promotional Distribution License Package

- (1) The Customer with the standard license, market freeze license, and/or composite layout access may choose to purchase an additional merchandise and product for sale or promotional distribution license package which allows incorporation of the Arts and Contents or its derivatives into products or merchandise intended for sale or promotional distribution, which include, but not limited to, textiles, clothing, calendars, stationeries, artworks, wall art, magnets, phone cases, card straps, keyrings, templates, toys, mugs, greeting cards, postcards, and any other physical reproduction for resale or distribution, , whether for free or with remuneration, where the Arts and Contents constitutes the primary value, material creative, or functional elements of such products or merchandise.
- (2) The prices for the merchandise and product for sale or promotional distribution license package shall be as prescribed and updated from time to time in the Table of Prices as can be found here [\(-link to be attached-\)](#).

## 4. Restrictions of Use

4.1 The use of the Arts and Contents by the Customer under this TOS for Customers are subject to certain restrictions as prescribed in this Clause 4. For any intended use of the Arts and Contents which involves or includes any rights restricted in this Clause 4, a prior written consent from the Company has to be obtained. The granting of such consent by the Company shall be the sole discretion of the Company and any decision made by the Company shall be final.

4.2 In relation to any or all parts of the Arts and Contents, the Customer shall not:

- (1) sell, sub-license, assign, convey, share, or transfer any Arts and Contents, in whole or in part, or any rights thereto to any person or legal entity except as expressly permitted under this TOS for Customer;
- (2) make the Arts and Contents, the Customer Work, or any work or product which contains the Arts and Contents, available in any way which allows the extracting, copying, reusing, or downloading of the Arts and Contents whether in a digital format or any other format;
- (3) use, reproduce, modify, improve, edit, distribute, and/or display the Arts and Contents together with or in a way that can be considered as pornographic or defamatory, or otherwise obscene, infringing, unlawful or immoral content;

- (4) use, reproduce, modify, improve, edit, distribute, and/or display the Arts and Contents in such a manner that it infringes or violates any third party's trademark, copyright, or intellectual property rights or in anyway that would be likely to bring any person or property reflected in the Arts and Contents into disrepute;
- (5) use, reproduce, modify, improve, edit, distribute, and/or display the Arts and Contents in any trademark, service mark, logo, or other indication of origin;
- (6) falsely represent, whether express or implied, that the Arts and Contents was created by the Customer or any person other than the copyright holder(s) of such Arts and Contents;
- (7) use, reproduce, modify, improve, edit, distribute, and/or display the Arts and Contents marked "Editorial Use Only" for non-editorial purposes;
- (8) use the Arts and Contents for any technologies intended for the identification of natural persons, including but not limited to the use of any biometric data or sensitive personal data which may inevitably be displayed in the Arts and Contents for any purpose whatsoever;
- (9) use the information, keywords, descriptions, accompanying text, or other metadata associated with Arts and Contents separately and independently from the Arts and Contents itself;
- (10) take any action or omission in relation to the Arts and Contents that violates any law and regulation, morality, or public orders, in any applicable jurisdiction;
- (11) unless permitted by the Company on the Websites, use the Arts and Contents in a way or manner which suggests or implies that any person depicted in such Arts and Contents is; personally using or endorsing any product or service;
- (12) use the Arts and Contents in a way or manner which identifies or implies any person depicted in the Arts and Contents to be unflattering, embarrassing, overly controversial, offensive, immoral, or illegal, including but not limited to the depiction of the person; (i) being in relationship concerns, physical or mental illness, disorder, disease, or infection;(ii) being involved in, connected with, or related to in actual or implied sexual activity, substance abuse or recovery, or criminal activity; (iii) being involved in, connected with, or related to pornography, adult videos, adult entertainment venues, or prostitution, escort or dating services; or (iv) being involved in, connected with, or related to advertisement or promotion of tobacco products, unless accompanied by a clear statement indicating that such person is a model and the Arts and Contents is merely being used for illustrative purposes only; or
- (13) use the Arts and Contents in a political context, including but not limited to the depiction of the person being involved in, connected with, or related to the promoting, advertising, or endorsing of any political party, candidate, elected political position, or political idea, policy, opinion, or viewpoint.

4.3 In relation to the credit attributions, apart from the use of the Arts and Contents for advertising purposes, the Customer shall not use the Arts and Contents without giving proper credit and providing copyright attribution to the Artist who is the copyright holder and the Company. All credits must appear on the page or in the section of the Customer Work where the Arts and Contents is incorporated or displayed; and must be clear and easily readable by unaided eyes. The credit attributions shall at least be substantially in the manners as prescribed below:

- (1) in the usage of the Arts and Contents for news and other editorial usage, to be accompanied by "Artist's name/Alive United" or "Artist's name/Agency/Alive United"; and
- (2) in the usage of the Arts and Contents for merchandise or audio/video production, to be accompanied by "images and/or footages used under license from Alive United".

Waiver of credit and copyright attribution may be granted by the Company in writing and in advance. The Company reserves the right to use its sole discretion when requested for credit waiver and the decision from the Company shall be final.

4.4 The Customer shall, at their own costs and expenses, remove the Arts and Contents from their computers and storage devices or systems, whether online or offline and in electronics or physical form, and stop the use of the Arts and Contents;

- (1) immediately upon a notice from the Company or the Customer's being informed of any threatened or actual claim of infringement, violation of right, or any other claim on the Arts and Contents which the Company and/or the Artist may be liable; or
- (2) immediately upon a notice from the Company of the Company's removal of the Arts and Contents from the Website due to the Company's commercial and reasonable discretion.

## **5. Customer Account**

1. The Customer shall be responsible for all activities arisen from their user account.
2. The Customer agrees to maintain the security of and keep save their granted username and password at all times and to notify the Company of any unauthorized use or breach of security without delay.
3. The Company has the right to monitor downloads and activities from the Customer's account to ensure compliance with the provisions of this TOS for Customer. Upon the Company's determination that the Customer is or any activities from the Customer's account is in breach or violating any of the provisions of this TOS for Customer, the Company may suspend or close such Customer's account and seek further legal remedies.

## **6. Tax and Payment**



- 6.1 The Customer agrees to comply with the applicable taxation laws and regulations of the Kingdom of Thailand in relation to any payment of fees, costs, or expenses under this TOS for Customer.
- 6.2 Any payment, costs, fees, or expenses to be paid by the Customer to the Company is exclusive of VAT.
- 6.2 Any payment under this agreement has to be paid immediately upon the purchase transaction being made via the online payment gateway as designated by the Company on the Website. In any case whatsoever, if there is any payment due, outstanding, or pending, such payment shall have to be settled within 14 business days from the date the Company notifies the Customer of such amount due, pending, or outstanding. Any violation of this Clause 6.2 shall constitute a material breach of this agreement by the Customer and the Company shall be entitled to terminate this agreement immediately.

## **7. Representations and Warranties**

- 7.1 Subject to the terms and conditions prescribed in this TOS for Customer, the Company represents and warrants that:
  - (1) to the best of its knowledge, the use of the unaltered and unedited Arts and Contents by the Customer in full and strict compliance with this TOS for Customer and the applicable laws and regulations will not infringe or violate any copyright, trademark, and/or other intellectual property rights of any third party;
  - (2) as the Arts and Contents is provided on an 'as-is' basis, although the Company uses its commercially reasonable efforts to ensure the accuracy of keywords and descriptions of the Arts and Contents, the Company makes no warranties and/or representations regarding such keywords or descriptions; and
  - (3) except as expressly set forth herein, the Company makes no warranties with regard to the use of personally identifiable information that may be contained in the Arts and Contents; the Company only has model or property releases where expressly indicated on the Website.
- 7.2 Subject to the terms and conditions prescribed in this TOS for Customer, the Customer represents and warrants that:
  - (1) the Customer has the full power and authority to enter into this agreement and to perform its obligations prescribed herein;
  - (2) in the case that the Customer is a legal entity, the person entering into this agreement is the duly authorized person who has the full power and authority to enter into this agreement and to perform its obligations prescribed herein; and

- (3) the Customer shall, at all time, be in compliance with all terms and conditions prescribed in this TOS for Customer.

In the event that the person entering into this agreement does not have the authority vested in him to act on behalf of the legal entity, such person agrees to be personally bound and liable to the Company under this agreement.

## **8. Indemnification**

- 8.1 Provided that the Customer is not in breach of this TOS for Customer or any other agreement the Customer has with the Company, including but not limited to the Terms of Use for Website Users, and as the Customer's sole and exclusive remedy for any breach of the warranties as prescribed in Clause 7.1 of this TOS for Customer by the Company, the Company agrees to indemnify, defend and hold harmless the Customer from and against any and all direct and actual damages, losses, or liabilities arisen from the claims of any third party directly attributable to a breach by the Company of its warranties in Clause 7.1 above.
- 8.2 The total maximum and aggregated liability of the Company in respect of any and all claims under this Clause 8 shall be limited to not exceed 10 times the aggregated monetary amount actually received by the Company from the Customer for any relevant piece of Arts and Contents or Baht 100,000, whichever is lower. The Company's limitation of liability as prescribed in this Clause 8.2 shall be applicable regardless of the number of times such relevant piece of Arts and Contents is licensed to or used by the Customer.
- 8.3 The indemnification under this Clause 8 is conditional upon the Customer notifying the Company in writing of any such claim or threatened claim in clear details within 5 business days from the date the Customer knows of or should reasonably have known of the threatened claim or the fact or circumstance that might incur such claim. The Company shall have the right to the settlement or defense of any such claim or litigation and the Customer agrees to provide cooperation and assistance in the aforementioned defense and shall have the right to participate in any litigation at its own expense.
- 8.4 This indemnification shall not apply to the Customer who continues to use the Arts or Contents following any notice from the Company or upon the Customer's knowledge of the Arts and Contents being subject to any infringement or violation claim from a third party.
- 8.5 The Company shall not be liable for any damages, losses, costs and expenses, or liabilities arising as a result of alterations or modifications or any other like in nature made to the Arts and Contents.
- 8.6 The Customer agrees to indemnify, defend and hold harmless the Company, its officers, employees, shareholders, directors, managers, suppliers, agents, and representatives from and against any and all losses, liabilities, damages, deficiencies, demands, claims, actions, judgments or causes of actions, assessments, costs or expenses, arising out of or otherwise in respect of any use of the Arts and Contents other than those expressly permitted and authorized in this TOS for Customer.

## **9. Termination**

- 9.1 The Company has the right to immediately terminate this agreement upon the Customer's breach of any or all provisions of this agreement by notifying the Customer and/or suspending the Customer's account. If the Company considers the breach to be curable, the Company may temporarily suspend the Customer's account and inform the Customer to remedy such breach within 10 business days as from the notification date. If such 10-day period has lapsed and the breach is not cured, the Company shall close the Customer's account and this agreement shall be immediately terminated.
- 9.2 The Company or the Customer has the right to terminate this agreement immediately upon another party is; a subject of a bankruptcy or insolvency order (unless it is a voluntary arrangement or any other composition or arrangement with their creditors in satisfaction of their debts).
- 9.3 The Company shall be under no obligation to refund any fees paid by the Customer in the event that this agreement terminated by reason of a breach by the Customer or by any fault of the Customer.

## **10. Other Agreements**

- 10.1 The Customer agrees to comply with and be bound by the terms and conditions set forth in this TOS for Customers, other rules and announcements issued by or to be issued by the Company, and other written agreements or contracts between the Customer and the Company (if any).
- 10.2 The Customer has read, understood, and agreed to comply with and be bound by the Company's Data Protection Notice for Website Users ([link to be attached](#)).
- 10.3 The Customer agrees that this TOS for Customer may be amended or updated from time to time. Each access or use of the Website shall constitute your acceptance of the amended or updated TOS for Customer at such applicable time.
- 10.4 Except as required by the applicable law, the Company shall not be obligated to issue refunds under any circumstances to the Customers. All fees are non-refundable, even if the Customer's purchased license, access, and/or package is terminated by any reason whatsoever before its expiration. In the event that the Company determines that the Customer is entitled to a refund of all or part of the fees paid, such refund shall be made using the payment method originally used by the Customer to make their purchase.
- 10.5 If the Customer Work is created for and/or delivered to a client of the Customer, upon the Company's reasonable request, the Customer agrees to disclose the identity of such client.
- 10.6 Model and property releases are available to the Customer upon their written request to the Company. However, the identifiable information will be redacted in order to ensure the privacy of the models and property owner.
- 10.7 The Customer hereby grants to the Company the right to include the Customer's name into the Company's customer list and publicizes it. The Customer also hereby grants to

the Company a non-exclusive and worldwide licensing for using of the Customer's trademarks in the Company's public relation and promotional materials whereby the Company agrees to use its best endeavor to terminate the use of the Customer's trademarks within 60 days from the date the Customer notifies the Company in writing to stop using the trademark.

- 10.8 Unless a prior written consent of the other party is obtained, the Company and the Customer shall not assign or transfer any and all rights and obligations under this agreement; save for any assignment from the Company to any of its subsidiaries or affiliated companies.
- 10.9 This agreement is governed by and interpreted in accordance with the laws of the Kingdom of Thailand. The court of jurisdiction shall be Thai courts.
- 10.10 Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in Thailand.
- 10.11 If any provision of this agreement is deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any part of this agreement, which shall construed as if such illegal or unenforceable provision or provisions had not been inserted in this agreement, unless the severability of such illegal or unenforceable part would destroy the underlying business purposes of this agreement.
- 10.12 The Company's Data Protection Notice for Website Users, the Terms of Use for Website User and/or any other licensing agreement the Customer has with the Company (if any) shall form an integral part of this agreement. The Customer understands and agrees that any breach, violation, illegality or unenforceability of any or all part of any of the aforementioned documents also affect the validity and enforceability of this agreement rendering the Customer to violate or be in material breach of this agreement.

**Effective Date**

**[-to be inserted-]**

**Last updated on**

**[-to be inserted-]**

## Terms of Use for Website User

This Terms of Use for Website Users (“**Terms of Use**”) is announced and will be constantly updated as necessary and appropriate by ALIVE UNITED Co., Ltd. its affiliates, subsidiaries, assigns, successors, representatives, and/or agents (“**Company**” or “**we**”/ “**us**”).

By accessing, browsing, or using the websites, webpages, plug-ins, software, and/or applications or any Arts and Contents, products, services or features thereon of the Company (individually and collectively referred to as “**Website**”), you (“**Website User**”) hereby agree to abide by, comply with, and be bound by the terms and conditions as prescribed in this Terms of Use and by all terms and conditions, policies, rules, announcements, restrictions, guidelines and any document (as amended, updated, or newly announced) incorporated herein by references. If you do not agree to any or all of the aforementioned, do not use the Website.

This Terms of Use may be added to, amended, or updated by the Company from time to time when we deem necessary and appropriate. Each access or use of the Website shall constitute your acceptance of the amended or updated Terms of Use at such applicable time of use.

Now, therefore, the Website User further agrees as follows:

### **1. Intellectual Property Works on the Websites and Trademarks of the Company**

- 1.1 The Website User may access and use the Website subject to the terms and conditions as prescribed in this Terms of Use, any terms and conditions issued by the Company which is relevant and applicable to the Website User (including but not limited to the Alive United’s Terms of Service for Customer and the Company’s Data Protection Notice for Website Users), any agreement the Website User has with the Company, and the law.
- 1.2 the Company is and shall remain the sole owner of all right, title, and interest in the Website.
- 1.3 the Company has the right to modify, suspend, replace, and/or discontinue any or all part of the Website at any time and for any reason whatsoever, without notifying the Website User.
- 1.4 The Website is and will be provided on an ‘as-is’ basis.
- 1.5 All contents on the Website are protected under the applicable laws; any copyright, trademark, patent, and other intellectual property are the sole right of the Company.
- 1.6 Any unauthorized use of any contents on the Websites shall be considered the violation of this Terms of Use and the applicable laws. Unless expressly permitted in writing by the Company, The Company does not grant any permission or allow any usage of the Website or any content on the Website.
- 1.7 Any use, copy, display, framing link to, download, transmission, editing, modifying, creation of derivative works on, republish, sale, transfer, licensing or sub-licensing, or any actions similar to the aforementioned by the Website User of the Website and/or

any content on the Website are expressly prohibited and shall be considered a material breach of this Terms of Use as well as the violation of the Company's right.

- 1.8 The Website User further agrees not to use data mining, image gathering or extraction, or any other software or methods in connection with the Website and/or any content on the Website.
- 1.9 Unless the Website User enter into the Alive United's Terms of Service for Customer or any other licensing agreement with the Company, the Website User shall not download, copy, extract, save, distribute, display and/or use any content on the Website in any way whatsoever.
- 1.10 The Website User shall not edit or in any way remove the watermarks or copyright notices displayed on or contained in any content on the Website.
- 1.11 The Website User acknowledges and agrees that the Website User has no right to use any trademark, service mark, trade name, name, logo, proprietary graphic, internet domain name, or other indication of the Company or any marks, names, or indications similar to or variant of the aforementioned or express or behave in any way that may suggest or can be implied that the Website User or any of their products, services, or websites/webpages/software are related to, belong to, or associated with the Company.
- 1.12 The Website User acknowledges and agrees to never copy, imitate, edit or use any or all part of the Website, including its format and using methods, looks and feels, graphics, headers, scripts, domain names, and any content and information.
- 1.13 The Website User is not allowed to create frame or hotlink to the Website.

## **2. Information of Website User**

- 2.1 The Company has the right to collect the Website User's information in relation to the usage of the Website and to assign such right to any person(s).
- 2.2 For the collection of personal data of the Website User, however, please refer to the Company's Data Protection Notice for Website Users.

## **3. Other Agreements with the Company**

- 3.1 The Website User shall enter into and agree to abide by, comply with, and be bound by the terms and conditions as prescribed in the Alive United's Terms of Service for Artist (link to be inserted) and any rules and announcements issued by or to be issued by the Company to upload any photographs, paintings, images, vectors, audio-visual materials, animations, editorial images, graphics, moving images, videos, and the related information which includes but not limited to keywords, captions, names or titles of the arts and metadata information onto the Website.
- 3.2 The Website User shall enter into and agree to abide by, comply with, and be bound by the terms and conditions as prescribed in the Alive United's Terms of Service for Customer and/or any other licensing agreement with the Company, to download, copy, extract, save, distribute, display and/or use any content on the Website in any way whatsoever.

3.3 The Website User who believes any content on the Website infringes or violate his/her right may contact the Company via *[-contact address to be inserted-]*.

#### **4. Limitations, Restrictions, and Terminations of Use**

4.1 The Website User shall not, in using the Website, violate any law or regulation, the rights of the Company or any third party and any of the terms and conditions set forth in this Terms of Use.

4.2 The Company has, in its sole discretion, the right to restrict, block, suspend, disable, or terminate the Website User's access to or usage of any or all part of the Website at any time without any prior notice to the Website User and the Website User agrees to waive all rights to any claim or damage whatsoever arisen from the aforementioned.

4.3 In the circumstance where the Website provides any link to any third party's website or platform or permits any access to the Website through any third party's website or platform, The Company makes no warranty of any kind, whether expressed or implied, and accept no responsibility in relation to such third party and their website or platform. The Website User understands and agrees that such website or platform is not under the control of the Company nor is in anyway such third party is in affiliation with the Company.

#### **5. Warranties and Indemnifications**

5.1 The Website is provided by the Company subject to the terms of this Terms of Use and on an 'as-is' basis without any express or implied warranty from the Company.

5.2 The Company hereby expressly disclaims all warranties to any and all services available on and through the Website, including any interruption of usage of the website, quality of the Website and any errors and defects of the Websites.

5.3 To the extent any disclaimer or limitation of liability does not apply, all applicable statutory warranties will be limited to the duration of 30 days after the date on which the Website User first uses the Website; no warranties shall apply after such period.

5.4 The Website User agrees to defend and hold harmless the Company, its directors, employees and representatives from and against any claims, damages, fees, costs and any legal actions, directly or indirectly, arisen out of or related to the Website User's act or omission, including but not limited to his/her usage of and inability to use the Website, his/her violation or breach of this Terms of Use or any agreement he/she has with the Company, his/her unauthorized use of the Website or the content on the Website, and his/her violation of any person's rights.

#### **6. Miscellaneous**

6.1 This Terms of Use is governed by and interpreted in accordance with the laws of the Kingdom of Thailand. The court of jurisdiction shall be Thai courts.

6.2 Any proceedings arising out of or in connection with this Terms of Use may be brought in any court of competent jurisdiction in Thailand.

- 6.3 If any provision of this Terms of Use is deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any part of this Terms of Use, which shall construed as if such illegal or unenforceable provision or provisions had not been inserted in this Terms of Use, unless the severability of such illegal or unenforceable part would destroy the underlying business purposes of this Terms of Use.
- 6.4 The Company's Data Protection Notice for Website Users, the Alive United's Terms of Service for Customer and/or any other licensing agreement the Website User has with the Company (if any) shall form an integral part of this Terms of Use. The Website User understands and agrees that any breach, violation, illegality or unenforceability of any or all part of any of the aforementioned documents also affect the validity and enforceability of this Terms of Use rendering the Website User to violate or be in material breach of this Terms of Use.
- 6.5 In the event of any conflict between this Terms of Use and the Alive United's Terms of Service for Customer and/or any other licensing agreement the Website User has with the Company, the terms of Alive United's Terms of Service for Customer and/or any such licensing agreement shall control.

**Effective Date**

[24 October 2020]

**Last updated on**

[24 October 2020]