

## **TERMS AND CONDITIONS OF WEBSITE USE**

### **ONE VENTURE CO., LTD.**

ONE VENTURE CO., LTD. ("**Company**") has established these Terms and Conditions of Website Use ("**Terms**") to inform users of the Company's website, <https://www.happynoz.co.th> ("**Website**"), of the details and conditions the use of and membership registration on the Website, including the use of personal data, as outlined below.

For these Terms:

(a) "**User**" means any visitor or other individual who accesses the Website, whether by browsing, using, registering, or accessing the Website in any manner, through any device or channel, to contact or purchase products from the Company. This definition also includes Customers who access the Company's Website.

(b) "**Customer**" means a User who has registered for membership on the Website by completing the Company's registration process.

(c) "**Personal Data**" means any information that can identify an individual, as defined under the applicable Personal Data Protection Act (PDPA).

By using the Company's Website, the User acknowledges that they have thoroughly read and understood all provisions of these Terms and fully agrees to be bound. Accordingly, the Company grants the User permission to access and use the Website by the conditions outlined in these terms and conditions.

#### **1. Services**

The Company provides services through this Website as a channel for publishing corporate information and announcements, serving as a means of communication with Users and Customers, and for the sales distribution of the company's products through the online platform for the convenience of Users.

#### **2. Use of the Website**

2.1 While using the Website, the User agrees not to use the Website, whether directly or indirectly, in any of the following manners:

(a) The User shall not use the Website in any way that violates applicable laws and/or orders issued by governmental authorities, and shall only use the Website for lawful purposes.

(b) The User shall not engage in any act that disrupts or may disrupt public order or moral standards.

(c) The User shall not commit any act that infringes upon intellectual property rights, including but not limited to copyrights, trademarks, patents, rights of publicity, privacy rights, or any other rights of the Company or any third party.

(d) The User shall not perform any act that may cause damage to the Website or the Company, such as interfering with the operation of servers, code, or the Website's network systems.

2.2 When using the Company's Website, the Customer agrees and certifies that they are over 18 years of age on the date of accessing the Website. The Customer further certifies that they will not permit, and will use their best efforts to prevent, any person under the age specified in this clause from conducting any transactions on the Company's Website.

2.3 Users may report issues encountered while using the Website, including but not limited to website error, code error, or usage that may cause public disorder, violate moral standards, or breach this Agreement in any manner via email at [mkt@oneventure.co.th](mailto:mkt@oneventure.co.th) or by calling +66(0)88-625-3642.

### **3. Customer Registration**

To place an order through this website, customers are required to register as a member of the company's website. The company requires customers to provide personal information for registration purposes. Customers must provide accurate, complete, and truthful information. The company reserves the right to approve customer account applications and determine access rights to customer information. The company has the right to delete, restore, or modify customer accounts. The company will keep customers' personal information confidential and will take appropriate measures to prevent unauthorized access to such information.

Customers agree to maintain the confidentiality of their username, password strictly, and any other information, and agree not to allow or to make every effort to prevent others from using their account. If another person uses the account, the customer agrees and confirms that such use shall be deemed as having been made by the customer's authorized representative and shall be binding as if the customer had taken such action themselves in all respects.

### **4. Website Links**

This website may contain links or references to third-party websites or resources. Such links are provided for the convenience of users. The company has no involvement with or control over such websites or applications, and will not be responsible for any damages incurred by users from accessing websites or applications, whether directly or indirectly. Users acknowledge that accessing websites is at their own risk. It is the user's responsibility to carefully review the terms and conditions of use for those websites or applications.

### **5. Payment and Refunds**

5.1 Payment for goods or services through the website must be made via the channels and methods specified by the company.

5.2 The customer agrees that making a payment constitutes confirmation of the order. Any cancellation, refund request, exchange, or return of goods shall be subject to the terms and conditions imposed by the company.

5.3 The company reserves the right to change or edit payment and refund policies without prior notice to the customer.

### **6. Intellectual Property**

The company owns all intellectual property rights on this website, including but not limited to content, text, graphics, logos, images, audio, video, trademarks, service marks, copyrights, patents, trade names, products, designs, and any systems displayed or used on the website. This also includes all information available on this website in any form. Users are prohibited from reproducing, copying, distributing, or imitating such intellectual property, whether directly or indirectly, without explicit written permission from the company.

## **7. Personal Data Protection**

Please review the details regarding the Personal Data Protection Act (PDPA), data security measures, and the use of cookies in the "Privacy Policy," which is published on the company's website. This policy is considered an integral part of these terms and conditions.

## **8. Account Suspension or Termination**

The company reserves the right to suspend or terminate user accounts immediately without prior notice to the customer. Such suspension or termination shall not affect the company's rights to claim damages or take legal action under applicable laws if the user or customer violates these terms or causes damage to the company or any third party.

Suppose the company suspends or terminates the user's or customer's account or their rights to use and access the website under these terms. In that case, the user or customer acknowledges and agrees that the company shall not be liable for any damages or costs arising from or related to such actions.

## **9. Limitation of Liability**

9.1 The company shall not be liable for any damages or costs, whether direct or indirect, arising from the actions of the user, whether intentional or not, including any damages or costs resulting from websites or applications linked to this website.

9.2 The company shall not be responsible for any damages caused by third parties, including but not limited to unauthorized access (hackers) or computer criminals.

9.3 The company shall not be liable for repair costs or damages to software, hardware, devices, data, or any systems caused by accessing or using the website, including damages caused by computer viruses.

## **10. Reservation of Rights**

The company reserves the right to update or amend these terms and conditions, including the content and information displayed on the website, without prior notice to users. Users agree to regularly review the company's terms or check them each time before using the website or conducting any transactions. Continued use of the website after any modifications or updates shall be deemed as the user's explicit acceptance of such changes.

In addition, the company reserves the right to suspend or terminate all or part of the website services at its sole discretion without prior notice to users. Such changes or termination of services may affect users' ability to access or use the website, and users agree to accept any resulting impacts.

## **11. Governing Law**

These terms and conditions are governed by and construed under Thai law.

## **12. Assistance**

If users have any questions or inquiries regarding the use of the company's website contact us via email at [mkt@oneventure.co.th](mailto:mkt@oneventure.co.th) or by calling +66(0)88-625-3642.