

ENCORE EVENT TECHNOLOGIES CO, LIMITED

VENUE SERVICE TERMS

1. Application

- 1.1. Encore Event Technologies Co, Limited (**us/we/our**) is a service provider at the Venue which you, the Customer (**you/your**), has a booking with (**the Venue**).
- 1.2. These terms (**Terms**) govern our supply to you of any audio visual or event staging services including hire of equipment (**Services**), in addition to the terms of your agreement with the Venue. By requesting any Services from us, you agree to these Terms.

2. Charges

- 2.1. We will provide you with a quotation for any Services (**Quotation**). The Quotation will specify the proposed Services and estimated charges for the Services (**Charges**).
- 2.2. The minimum time charged for Services will be the time specified in the Quotation.
- 2.3. If additional Services, including for changes to the duration or requirements of your event, are required by you, additional Charges are payable by you.
- 2.4. If your Venue booking does not include 24 hour reservations for each multi-day Services period, additional Charges are payable for any additional labour required to pack down and reset any room.
- 2.5. Charges are quoted in Thai Baht unless our Quotation specifies otherwise.

3. Payment

- 3.1. The Venue will invoice you for the Services on our behalf and you must pay that invoice as the Venue specifies. We reserve the right to collect any unpaid amount directly from you.
- 3.2. If you cancel any of the Services, cancellation fees for the cancelled Services are payable on the same basis as the under the Venue's cancellation policy for its meeting or function room and you must also reimburse any costs we have reasonably incurred such as for manufactured or developed items or third party supplies.

4. Services Delivery

- 4.1. Delivery of equipment, technical, decorative and other items provided by us as part of the Services (**Equipment**) will take place at the Venue.
- 4.2. Unless specified in the Quotation as included, the Services do not include making any permanent recording of any part of your event.
- 4.3. Third party goods or services we may arrange, are subject to availability. If we cannot provide any such third party goods or services, we reserve the right to substitute a reasonably equivalent item.

5. Equipment

- 5.1. Equipment is provided on a hire basis only and remains our property at all times. You agree that:
 - (i) you will not move or interfere with any Equipment;
 - (ii) Equipment must be available for our collection during the pack down or strike time specified in the Quotation or additional Charges will be payable;
 - (iii) you are responsible for any theft, loss or damage to any Equipment (**Loss**) caused by you or any of your servants, agents, contractors or invitees and you must reimburse us on our written demand for any such Loss.

6. Intellectual Property

- 6.1. You must obtain all required licences and consents to use or reproduce at your event anything containing a third party's intellectual property including any copyright, design, trade mark, or rights in or to play music or film (all called **IP**).
- 6.2. All IP provided by or for us in connection with your event (excluding IP you provide or which you generate at your event) will remain our IP, is for single use only for your event, and cannot be used by you for any other event or any other purpose, nor copied or modified by you in anyway.
- 6.3. You agree we may use any material we create or provide for your event, including but not limited to photos and videos of your event, (**Materials**) for our promotional purposes including as examples of our work and in any brochure, manual, report, website or other media. We will not use your name, logo, or any of your IP without your consent.

7. Liability

- 7.1. We are not responsible for any failure, default or delay caused by you or anyone providing anything for you, or by reason of any matter outside of our reasonable control including any strike, lock out or industrial dispute (other than by our personnel), any act of terrorism, sabotage, civil arrest, government order or decree, or any natural or environmental cause including any virus or pandemic, flood, fire,

storm or tempest.

- 7.2. To the extent permitted by applicable law, we exclude any liability for any indirect or consequential loss or damage, including loss of profit, revenue or data.
- 7.3. We may immediately suspend any Services if we reasonably believe that you have materially breached these Terms, or if your plans breach our policies for safe work practices, until such breach is remedied.

8. Privacy

- 8.1. You hereby acknowledge that your personal data will be collected, stored, processed, used, and disclosed, including transferred to and shared with persons or entities, for the purposes of and to comply with the law, the Quotation and these Terms, and as notified in our privacy policy available at www.encore-asia.com/privacy-policy-encore.
- 8.2. You consent to your personal data being collected, used, and disclosed for the purpose of marketing communications.
- 8.3. You represent that you have obtained the consent of your representatives and guests who will liaise with us or make use of the Services, to our collection, storage, processing and use, of any of their personal information for the purposes disclosed in clauses 8.1 and 8.2 as to your representatives, and in 8.1 as to your guests.

9. VAT

- 9.1. All sums are exclusive of Value Added Tax (**VAT**) unless specified otherwise in the Quotation and the amount of any VAT payable in relation to any supply to you is payable by you in addition to all other sums payable.

10. General

- 10.1. These Terms are governed by and must be construed in accordance with the laws of Thailand and the parties submit to the exclusive jurisdiction of the Courts of Thailand in relation to any matter concerning the Services.
- 10.2. All terms, conditions, warranties and guarantees implied or imposed by law in relation to the Services or these Terms, are excluded to the extent permitted by applicable law.
- 10.3. These Terms are subject to any applicable law which cannot lawfully be excluded and if any of these Terms is or becomes wholly or partly void, invalid or contrary to law (**Invalid**), then that term will to the extent it is Invalid be severed without affecting the validity of any other parts.
- 10.4. In the interpretation of these Terms, "including" and "includes" are not words of limitation, headings do not affect interpretation, and the singular includes the plural and vice versa.
- 10.5. If there is any inconsistency between the English and any Thai language contents of these Terms, the English version will prevail to the extent of the inconsistency.

11. Additional Terms for Digital Services

- 11.1. This additional clause 11 also applies to any Services comprising any webcasting, live streaming, website hosting or development, software service, social media service, augmented or virtual reality service, application or adaption for any device, content management, or any other internet based or digital service (**Digital Services**).
- 11.2. The maximum duration of any Digital Services is the duration of your event unless a longer time is specified in the Quotation.
- 11.3. Content and Access:
 - a) You must provide all video, audio, data and other material (including any html, image or text file) which you wish to be digitally transferred via any Digital Services (**Content**) by the times and in the format specified by us and in usable form.
 - b) Late additions or changes to Content may not be accommodated. All care but no responsibility is taken for any uploading or handling of Content.
 - c) You are solely responsible for Content including to ensure that its distribution via any Digital Services does not infringe any person's rights or any law of any place where Content may be accessed, and you must obtain all consents and licences required to lawfully use, reproduce and distribute any Content via Digital Services.
 - d) Usernames or passwords used to limit or allow your users (**Users**) to access Content are your responsibility to employ and safeguard. We have no responsibility for unauthorised use.
 - e) You acknowledge and agree that Content and User logins may be stored on servers and transmitted across international networks outside of Thailand in order to provide Digital Services and that you are solely responsible to obtain any consents required including in relation to storage and transmission of personal data.
 - f) Digital Services do not include provision of a copy of any Content or any data or analytics to you except as specified in the Quotation.
- 11.4. You acknowledge and agree that:
 - a) neither you nor any User will acquire any interest in any software, website or systems (including names and logos) we utilise to provide any Digital Services (**Systems**) and you must not modify, tamper with, reverse engineer, copy or interfere with any Systems or allow any other person to do so;

- b) Digital Services may not be accessible from all operating environments and may be subject to third party rules over which we have no control or responsibility;
- c) Users may be required to accept and comply with conditions of access notified as part of the access or log in process for Digital Services;
- d) We do not provide telecommunications carriage services or devices to access Digital Services, and even if we arrange, facilitate or test any such services we have no responsibility for the speed, reliability or failure of any telecommunications services, devices or third party sites used for provision of or access to any Digital Services; and
- e) to the extent permitted by applicable law, no guarantee is given that any Digital Services will (i) operate continuously or at their theoretical maximum quality or capacity, or (ii) be fault free, and we exclude all liability for any failure, interruption, fault or delay in any Digital Services to the extent that it is beyond our reasonable control.