

Terms and Conditions of Use

Please carefully read and understand these Terms and Conditions of Use (the "T&C"). They contain provisions that affect your legal rights.

These T&C constitute a binding legal agreement between Absolute Thai (as defined in the Privacy Notice) ("Absolute Thai," "we" or "us") and any person ("Absolute Thai Users" or "you") who visits or browses our websites established by us which reference the T&C, registers or signs up for an account with Absolute Thai, or downloads, installs, or uses any Absolute Thai mobile device applications (collectively, the "Absolute Thai Applications"). The T&C governs Absolute Thai Users' use of our websites established or to be established by Absolute Thai which reference these T&C, any Absolute Thai applications and any Content (as defined below) available through such websites or mobile device applications (collectively, the "Site"). By using, visiting or browsing the Site, or by registering or signing up for an account with Absolute Thai, you hereby accept, acknowledge and agree to be bound by these T&C and represent and warrant that you have the right, authority and capacity to enter into these T&C. If you do not want to be governed by these T&C, you must exit this page immediately and not use, visit or browse the Site or register or sign up for an account with Absolute Thai.

Changes to the Terms and Conditions of Use and the Site

We may modify these T&C at any time in our sole discretion. Your continued access or use of the Site and/or your account following such changes constitutes and signifies your full acceptance of such changes.

If you choose to opt-out of our revised T&C, you must stop accessing and using the Site immediately.

We may also modify the Site at any time in our sole discretion by removing from, adding to or modifying the Site. We shall have no liability to you for any such modifications. Your continued access or use of the Site and/or your account following such changes constitutes and signifies your full acceptance of such changes.

Reservations, Purchase and Payment

The Site is a platform on which you may make (a "Transaction") a reservation (an "Absolute Thai Reservation") at a restaurant or other venue for an experience or item. Once you have completed a Transaction, we will send you an email confirmation. If your experience or item involves alcohol, you must also present a valid ID, which shows that you are above the minimum legal drinking age, before you are served alcohol or your alcohol is delivered.

Pricing for experiences and items is variable. Absolute Thai may change the pricing for and availability of any experience or item at any time with or without notice. Absolute Thai accepts several methods of payment to accommodate your needs. Absolute Thai reserves the right to (i) honour, or impose conditions on the honouring of, any coupon, coupon code, promotional code or other similar promotions; (ii) bar any Absolute Thai User from making any or all Transactions; and (iii) refuse to provide any Absolute Thai User with any experience or item.

If you wish to purchase an Absolute Thai Reservation, you will be asked by Absolute Thai or a third party to supply certain information, including without limitation your name, contact information and credit card information ("Personal Information"). You agree that all Personal Information that you provide to Absolute Thai or such third party will be accurate, current and complete. You agree to pay all charges incurred by you or any users of your account and credit card (or other payment mechanism) at the prices in effect when such charges are incurred, including any applicable service charges. You will also be responsible for paying any applicable taxes relating to the Transaction. You represent and warrant that you have the legal right to use any credit card or other payment mechanism used in any Transaction. By submitting such Personal Information, you grant Absolute Thai the right to provide such Personal Information to a third party for the purposes of facilitating the completion of a Transaction. Verification of Personal Information may be required prior to the completion of any Transaction.

Descriptions or images of, or references to, experiences and items on the Site do not imply Absolute Thai's endorsement of such experiences and items. Absolute Thai does not warrant that descriptions or images of, or references to, experiences and items are accurate, complete, reliable, current or error-free. Absolute Thai reserves the right, without prior notice, to change such descriptions, images or references.

Privacy and Personal Information

We are committed to protecting the privacy of the Personal Information of Absolute Thai Users. Any information submitted on the Site is subject to our Privacy Policy, the terms of which are incorporated herein by reference.

Accounts

In order to use or access some features of the Site (including without limitation the making of an Absolute Thai Reservation), you will be required to create an account with us. In creating your account, you certify that all information you provide is complete and accurate. You agree to update such information when required or

requested, and you further agree not to use another person's account without permission. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept sole responsibility for all activities that occur under your account or password. You agree to notify us immediately of any breach of security or unauthorized use of your account by emailing at enquiries@absolutethai.com.my. We shall not be liable for any losses, damages, liabilities or expenses caused by any unauthorized use of your account, and you agree to indemnify us for any such unauthorized use.

By accepting these T&C and completing the account registration process, you represent that you are 18 years of age or older. To purchase alcohol or an experience that includes alcohol, or use any Site functionality related to alcohol, you must be the minimum legal drinking age in the applicable jurisdiction. If you are establishing an account on behalf of a company or other entity, the term "you" includes both you as an individual as well as such company or other entity. In addition, you represent and warrant that you have the authority to bind such company or entity, and that such company or entity has authorized you to accept these T&C on its behalf.

Third-Party Websites

If you click on a link to a third-party website, you will leave the Site and go to the website you selected. We do not own or operate any third-party websites, and we have not reviewed, and cannot review, all of the material, including goods or services, made available through such third-party websites. The availability of these links on this Site does not represent, warrant or imply that we endorse any third-party websites or any materials, opinions, goods or services available on them. Third-party materials accessed through or used by means of the third-party websites may also be protected by copyright and other intellectual property laws. These T&C do not apply to third-party websites. Before visiting a third-party website by means of this Site or a link located on this Site, Absolute Thai Users should review such third-party website's terms and conditions, privacy policy and all other website documents, and inform themselves of the regulations, policies and practices of such third-party website. You agree that Absolute Thai shall have no liability for, and you hereby release Absolute Thai from any claims, damages, obligations, losses, liabilities, costs or expenses arising from, your use of any third-party website.

Electronic Communications

Absolute Thai generally communicates with Absolute Thai Users by electronic means, including but not limited to email, text, WhatsApp and push notifications, in accordance with our Privacy Policy.

Further, you hereby agree that all notices, disclosures, agreements and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Site Restrictions

We grant you permission to use the Site solely as set forth in these T&C. Without the prior written consent of a duly authorized representative of Absolute Thai, you will not (i) copy or distribute any part of the Site in any medium; (ii) alter or modify any part of the Site other than as may be reasonably necessary to use the Site for its intended purpose; or (iii) disassemble, decompile or reverse engineer any part of the Site.

Robots, spiders, scripts, scrapers, crawlers, and all similar technologies are strictly prohibited. You agree not to use or provide software (except for general purpose web browsers and email clients, or software expressly licensed by us) or services that circumvent, interact, or interoperate with our Site in ways that are prohibited by these T&C. You acknowledge and agree that your communications with other Absolute Thai Users and your postings to the Site, including feedback, via chats, conferences, and any other avenues of communication on the Site, if any (collectively, "Contributions"), are public and not private communications. There are risks, including but not limited to the risk of physical harm, of dealing with strangers, including persons who may be acting under false pretenses. Therefore, we strongly encourage you not to disclose any Personal Information in such Contributions. We are not responsible for information that you choose to communicate to other Absolute Thai Users of the Site, or for the actions of other Absolute Thai Users. You assume all risks associated with coming into contact with other Absolute Thai Users through the Site. Once you post or send a Contribution, you expressly grant Absolute Thai a perpetual, irrevocable, assignable, transferable, royalty-free right and license to quote, re-post, use, reproduce, modify, create derivative works of, distribute, transmit, broadcast, communicate and publicly display and perform such Contribution in any form, anywhere and without any notice or compensation to you of any kind, and you hereby grant all consents, rights and clearances to enable Absolute Thai to use such Contribution for such purposes, including but not limited to the right to use the name that you submit in connection with such Contribution.

For the avoidance of doubt, you are entirely responsible for the material included in, and any harm resulting from, your Contributions. We have the right, but not the obligation, to remove any Contributions that we deem to be objectionable for any reason, but we do not regularly review Contributions. We have the right to take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting a Contribution. Accordingly, we assume no liability for any action or inaction regarding Contributions.

When you create or make available a Contribution, you represent and warrant that you (i) own or have sufficient rights to post your Contributions, on or through this Site, (ii) have fully complied with any third- party licenses relating to Contributions, and (iii) agree to pay all royalties, fees and any other monies owing any person by reason of Contributions that you posted to or through this Site.

You agree not to:

- (a) use the Site to or post Contributions that violate our or any other person's privacy rights, publicity rights, intellectual property rights (including without limitation copyrights) or contract rights;
- (b) use the Site in any way that is or post Contributions that are unlawful, obscene, vulgar, defamatory, abusive, damaging, disruptive, inappropriate, offensive, inaccurate, pornographic, vulgar, indecent, profane, hateful, racially or ethnically offensive, obscene, lewd, lascivious, filthy, threatening, excessively violent, harassing or otherwise objectionable;
- (c) use the Site to or post Contributions that (i) incite, encourage or threaten unlawful acts; (ii) promote racism, bigotry, sexism, religious intolerance or harm against any group or individual; or (iii) solicit Personal Information from anyone under 18 or exploit anyone in a sexual or violent manner;
- (d) use or exploit the Site or post Contributions for any commercial purpose, including but not limited to posting Contributions that contain advertisements, publicity or solicitation for products or services (other than Absolute Thai's products and services);
- (e) use the Site or post Contributions for any unauthorized purpose including collecting or harvesting any Personal Information, including but not limited to email addresses of other Absolute Thai Users, by electronic or other means for any purpose, including but not limited to sending unsolicited email or other electronic communications or engaging in unauthorized framing of, or linking to, this Site without our express written consent;
- (f) use the Site or post Contributions to transmit chain letters, bulk or junk email or interfere with, disrupt, or create an undue burden on this Site or the networks or services connected to this Site, including without limitation hacking into this Site, or using the system to send unsolicited or commercial emails, bulletins, comments or other communications;
- (g) use the Site to or post Contributions that install or attempt to install or promote, or post Contributions that constitute or contain, spyware, malware or other computer code, whether on our or others' computers or equipment, designated to enable you or others to gather information about or monitor the on-line or other activities of another party;
- (h) use the Site to or post Contributions that impersonate any other person or entity, sell or let others use your profile or password, provide false or misleading identification or address information, or invade the privacy, or violate the personal or proprietary right, of any person or entity; or
- (i) use the Site to or post Contributions that inhibit other Absolute Thai Users from using or enjoying the Site.

Force Majeure

Absolute Thai will make every reasonable effort to fulfil its obligations. However, Absolute Thai cannot be held responsible or liable for delays or failure to deliver the Transactions caused by circumstances beyond its reasonable control ("force majeure")

Intellectual Property Rights

The content on the Site, including without limitation the text, software, manuscripts, graphics, photos, sounds, music, videos, interactive features, Contributions and the like (collectively, "Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Absolute Thai, subject to copyright, trademark and other intellectual property rights under Malaysia and foreign laws. Content on the Site is provided to you "AS IS" and "AS AVAILABLE" for your information and personal use only and may not be used, copied, modified, reproduced, distributed, transmitted, reverse engineered broadcast, displayed, performed, reproduced, published, licensed, transferred sold or commercially dealt with or otherwise exploited in any manner or by any means or stored in an information retrieval system for any other purpose whatsoever without the prior written consent of the respective owners.

We reserve all rights not expressly granted in and to the Site or the Content. Specifically, any and all intellectual property rights associated with the Site and Content, including without limitation any inventive concepts, know how, publicity rights, trademarks, trade secrets, copyrights and patents and patent rights, are the sole and exclusive property of Absolute Thai. You agree not to engage in the use, copying or distribution of any Content other than as expressly permitted herein, including any use, copying, or distribution of Contributions of third parties obtained through the Site, for any commercial purpose. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Site or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Site or the Content therein.

Disclaimers

You expressly agree that your use of the Site shall be at your sole risk. To the fullest extent permitted by law, Absolute Thai, our affiliates, and our respective officers, directors, employees and agents disclaim all warranties,

express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, in connection with the Site, the Content and your use thereof. Absolute Thai makes no warranties or representations about the accuracy or completeness of the Site or the Content, or the content of any third-party websites linked to the Site, and assumes no liability or responsibility for any (i) errors, mistakes, omissions, or inaccuracies of the Site or the Content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Site, (iii) any unauthorized access to or use of our secure servers and/or any and all Personal Information and/or financial information stored therein, (iv) interruption or cessation of transmission to or from the Site, (v) bugs, viruses, trojan horses, or the like which may be transmitted to or through the Site, and/or (vi) loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via the Site.

Exclusion of Liability

Absolute Thai, our affiliates, and our respective officers, directors, employees and agents shall in no event be liable for any loss or damage howsoever arising whether in contract, tort, negligence, strict liability or any other basis including without limitation, any direct or indirect special incidental consequential or punitive damages or loss of profits arising from or in connection with your access or use or inability to access or use the Site, reliance on the Content, technical, hardware or software failure of any kind, interruption, error, omission, delay in operation, computer out of the online services

Indemnity

You agree to defend, indemnify and hold harmless Absolute Thai, our affiliates, and our respective officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to legal fees and court costs) arising from: (i) your use and access of the Site or Content; (ii) your violation of these T&C; (iii) your violation of any third-party right, including without limitation, any copyright, property or privacy right; or (iv) infringement of rights of any third party in conjunction with your use of the Site.

Termination

You agree that Absolute Thai, in our sole discretion, may terminate your use of the Site and any service provided through the Site, and may remove and discard any Content at any time, for any reason and without notice. Further, you agree that Absolute Thai shall not be liable to you or any third party for any such termination.

Law and Jurisdiction

These T&C are governed by and are to be constructed in accordance with the laws of Malaysia. By accessing the Site and/or using the services provided herein by Absolute Thai you hereby submit to the exclusive jurisdiction of the court in Malaysia in all disputes arising out of or relating to the use of this Site

Site Management

We may, but are not required to, (a) update the Content on the Site from time to time; (b) collect and log Absolute Thai User access information or monitor or review this Site for violations of these T&C and for compliance with our policies; (c) report to law enforcement authorities and/or take legal action against anyone who violates these T&C; (d) refuse or restrict access to or the availability of the Site, or remove or disable (to the extent technologically feasible) any Contribution or any portion thereof that may violate these T&C, the law or any of our policies or are excessive in size or burdensome without prior notice to you; and/or (e) manage this Site in a manner designed to protect our and third parties' rights and property or to facilitate the proper functioning of this Site. Without limiting any other provision of the T&C, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of this Site to any person for any reason or for no reason at all, including without limitation for breach of any representation, warranty or covenant contained in the T&C, or of any applicable law or regulation.

Miscellaneous

These T&C constitute the entire agreement between you and Absolute Thai with respect to your use of the Site or any Content, experiences or items provided through the Site, and supersedes any other agreement between you and Absolute Thai with respect to the subject matter hereof. No waiver of any provision or condition of these T&C by Absolute Thai shall be binding upon Absolute Thai unless confirmed in writing signed by a duly authorized officer of Absolute Thai. No failure by Absolute Thai to exercise and no delay by Absolute Thai in exercising any right, remedy, privilege or power under or pursuant to these T&C will operate as a waiver thereof; nor will any single or partial exercise of any right, remedy, privilege or power provided for under or pursuant to these T&C by Absolute Thai preclude or limit Absolute Thai from any other or further exercise thereof or from pursuing any other right, remedy, privilege or power available pursuant to these T&C, or at law or in equity. If any provision of these T&C is

found to be unenforceable, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions shall continue in full force and effect.