

Terms of Use

Last updated: October 2024

This agreement governs your use of the Aspect.IN.TH website. To learn about our royalty-free content licenses, please read our Content License Agreement.

Your access to and use of this website, including the provision of services by Aspect, is conditioned on your acceptance of these Terms of Use, and by accessing or using this website, you agree to these terms of use. If you do not agree to accept and comply with these Terms of Use, please contact us. You should not access or use this website.

Aspect may revise and update these Terms of Use at any time without notice. You should periodically check the terms of use posted on the website. Your continued access to or use of this website after such changes are posted will constitute your acceptance of these changes

1. Use of the Website

This website and its content contain information such as software, photographs, illustrations, audio files, video files, animations, flash files, data files, code bundles and other content (collectively, the "Content"). In particular, you are prohibited from: (a) downloading, copying, or transmitting any or all of the website or content without written permission, or in violation of any license or agreement with Aspect; (c) adapt information or display the website or content using frames or similar navigation technologies; Subscribe, unsubscribe, or attempt to register. (e) to terminate any party's membership for Aspect products or services if you do not have the express permission of such party to do so; Use the Website or Content other than for the intended purpose of the Website or Content. This shall be in Aspect's sole discretion, including, but not limited to, defaming, harassing, stalking, intimidating or otherwise violating the legal rights (e.g., rights of privacy) of others, and/or in publicity. Post, distribute, or disseminate defamatory, infringing, vulgar, pornographic, sexual, inappropriate, or otherwise unlawful.

You must not interfere with the security or use of this website or system resources. Misuse any services, services or networks connected to or accessed through this website. You may only use this website for lawful purposes.

Aspect will charge a registration fee of 10% of the sale price and a download fee of 10 Baht per transaction and an annual membership fee of 30 Baht per year for both buyers and sellers per member, and shall not be liable to pay any fees to you or any third party in connection with the collection or collection of any license fees from you, and you are responsible for all applicable taxes and applicable third-party fees (including, but not limited to, credit card fees, foreign exchange fees, and other border crossing fees)

You must not interfere with the security or use of this website or system resources. Misuse any services, services or networks connected to or accessed through this website. You may only use this website for lawful purposes.

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Registration information and account security

To consider using your website, You agree that: (a) you will provide accurate, current and complete information about yourself as you may be prompted to complete from the registration form on the Website; (b) maintain and update your registration information and other information you provide to Aspect to keep it current, accurate, and complete; (c) keep your password and identification information secure; (d) notify Aspect immediately; In the event that your account is used without authorization or there is a breach of security, (e) you agree to be responsible for any and all activities that occur under your account, and (f) you agree to accept the risk of unauthorized access to your registration information and other information that you provide to Aspect.

To use such functionality of your website that is also related to search features and/or content creation tools, you must use the You must grant a non-exclusive license. Non-revocable, sublicensed, universal, royalty-free to Aspect to use any information you enter (e.g., search terms, text used to create images). To the extent that you have ownership rights to the results generated from the use of the Content Creation Manual, as well as for the purpose of providing such functionality to you, as well as for Aspect's other business purposes. Aspect AI will assume that you own such results, and Aspect agrees to assign to you all right, title, and interest in such results to the extent necessary to produce the prior results

2. intellectual property

All materials (including the organization and presentation of such material, including Aspect on this website (the Content) are the property of Aspect and its licensors and may be protected by intellectual property and copyright-related laws. trademark Trade names, Internet domain names, and other similar rights

Unless you have entered into a separate agreement with Aspect, such as a royalty-free license agreement, you may not use any of these materials without Aspect's written permission. For personal or educational purposes only. Provided that the content is not modified and no copyright and other intellectual property notices are removed. You may not create derivative works from or exploit the content in any way, without regard to the foregoing. You can only use Aspects with a subscription, and for purposes that are not beyond those set forth in your membership plan.

In addition, we welcome any other feedback or suggestions about our Services that you may send to us, but you must understand that we may use such feedback or suggestions without any obligation. To pay you compensation.

3. trademark

Aspect, product or service names, or any other slogans contained on the website are trademarks of Aspect and its suppliers or licensors, and may not be copied, imitated, or used, in whole or in part. without the prior written permission of Aspect or the respective trademark owner. You may not use meta tags or any other "hidden text" using "Aspect" or Aspect's trademark names or product or service names without our prior written permission. In addition, the appearance and layout of the website, including page headers, graphics, button icons, and all scripts, are service marks. Getty Images trademarks and/or trade dress marks and may not be reproduced or used in whole or in part without written permission. trademark Registered Trademark All product names and company names or logos appearing on the website are the property of their respective owners. Any reference to any other product, service, process, or information by trade name. Neither trademarks, manufacturers, suppliers, or others shall constitute or imply any endorsement, sponsorship, or recommendation by us

4. privacy

Aspect is committed to respecting the privacy of the personal information of the individuals with whom we interact. We have developed our Website Privacy Commitment to explain our privacy policies and practices and how we collect them. Please see our Website Privacy Commitment for more details. To use Aspect, you agree not to create works or use text that contains personally identifiable information

5. Website currency

Aspect regularly updates the information on this website. However, Aspect cannot guarantee or accept any responsibility or liability. Aspect may modify, add or delete any information, services and/or resources available on this website and reserves the right to make such changes without prior notice to visitors. Present, or in the future.

6. Linked Websites

This website may display links to third-party websites for your convenience only. Aspect shall not be responsible or liable, directly or indirectly, for any damage or loss incurred or alleged to arise out of or in connection with the use of or reliance on any information, content, goods or services available on or through any third-party websites or linked resources

7. Internet software or computer viruses

Due to technical problems with the Internet, Internet software or transmission problems may produce inaccurate or incomplete copies of the information contained on this website. Computer viruses or other destructive programs may be downloaded from this website by mistake.

Aspect is not responsible or liable for the Software. Aspects recommends that you install an appropriate antivirus or other protective software

8. The Website and Content are provided "as is"

This website, including and not limited to editing tools or music and material materials, is provided "as is" without any representations, warranties or conditions of any kind, express or implied. Aspect does not represent or warrant that the Website The editing tools, music or content media will meet your needs or the use of the specified media will not be uninterrupted or error-free.

9. Limitation of Liability

You are solely responsible for and assume all risks for your use of this website and the content contained therein without any restriction on the information or tools contained therein.

In any case, Aspect or the directors No officer, employee, shareholder, partner, licensor or agent of the Company shall be liable for any damages. In the event that any indirect, punitive, exemplary, or consequential damages (including damages for loss of profits, interruption, loss of business information, or other financial loss) in connection with any claim, loss, damage, or damage, shall not be liable for any damages or damages. Any other act, fitness or action arising under or arising out of these Terms of Use, including your reliance on, access to, or exploration of this website, its content, or any portion thereof, without limitation or any right subsequently granted to you, even if we have been advised of the possibility of such damages, whether in contract, tort or otherwise, may not be liable for any such damages.

Intellectual or other infringement

In any event, the maximum liability in the aggregate under the Terms of Use or Use or use of the Website or any part of this Website or any part of this Website or any part of it for the benefit of any person shall be limited to five (30 THB) Thai Baht.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.

10. Indemnity

You agree to indemnify and hold Aspect harmless from and against all claims or liabilities arising out of or in connection with any infringement by you or any person acting on your behalf in accordance with any of these Terms of Use

11. Notification and Procedure for Claiming Violations

Aspect respects the copyrights of others, and we ask our users to do the same. If you believe that your work has been copied in a manner that constitutes copyright infringement or that your intellectual property rights have been infringed, please notify Aspect in writing, by sending it to our President. This should include the following information:

- A. An electronic or physical signature of a person authorized to act on behalf of the copyright owner or other intellectual property interest.
- B. Details of any copyrighted work or other intellectual property that you claim has been infringed.
- C. A description of where the content you claim has been infringed is located on the Site.
- D. Address Your phone number and email address.
- E. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, agent, or law.
- F. Your statement under penalty of perjury that the above information in your notice is accurate and that you own the copyright or intellectual property or are authorized to act on behalf of the copyright or intellectual property owner.

Please send your letter to our CEO at the following address:

Hotel software (Thailand) Ltd. AD 29/70, M.12 – T.NungPru. A.Banglamung, J.Chunburi THAILAND 20150 Attn: CEO

12. email

Aspect is not responsible for any damages in connection with communications to or from this website.

- A. Aspect has no obligation whatsoever with respect to such information.
- B. Non-Confidential Information
- C. Aspect o may use, disclose, distribute or copy information and may use concepts. Any ideas, ideas or knowledge contained in the information for any purpose without compensation, and
- E. The information is true and the disclosure will not infringe the legal rights of any other person.

13. Applicable Law

This website is controlled, operated and administered by Aspect from within the province of Alberta, Canada. This website can be accessed from all Canadian provinces and territories, as well as from other countries around the world, as each of these jurisdictions has laws that may differ from those of the Province of Alberta. To access this website, You acknowledge and agree that all matters relating to your access to or use of this website shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein (without reference to conflict of law principles).

You also agree that any claim or dispute arising under this Agreement shall be submitted to the jurisdiction and venue of the courts in the Province of Alberta, and acknowledge that you do so voluntarily

14. general

Aspect's failure to enforce strict compliance with any provision of these Terms of Use shall not be construed as a waiver of that provision or right.

If any provision or part of these Terms of Use is unenforceable, in whole or in part, against the parties, or in the event that the parties cannot agree, the parties shall not be able to agree on it. The court located in the jurisdiction shall have the power to impose the enforceable provision to the extent possible to reflect back to the terms of the unenforceable provision or part of such provision.

The parties have prepared these Terms of Use and all related documents in the English language

15. and responsibilities

You represent and warrant that you are of legal age to use the Website and create a binding legal obligation for any liability that may arise from you as a result of your use of the Website. You agree to be responsible for all of your use of the Website (including the use of your account name and password by others, including, but not limited to, minors residing with you). under your name or account

16. contact

If you have any concerns about this website or these Terms of Use, please contact us

ASPECT Content License Agreement

Last updated: October 2024

is a license agreement between you and Aspect that describes how to use the photos, illustrations, etc. This includes content you create using the Aspect AI Generator.

1. What are the types of Aspect authorizations?

There are two types of Aspect licenses: Standard and Premium. Special licenses grant you additional rights for a fee. If you don't purchase a special license Your use of your content is subject to standard license terms.

You can purchase file licenses from Aspect using credits or subscriptions. illustration Vectors, videos, and music (as defined below) The more credits you buy, the more you save. Aspect also offers monthly or yearly subscriptions, which allow you to download images, illustrations, etc. Vectors, videos, or music for a certain amount per month and save even more. You can create and download AI-generated content that only uses a subscription to Aspect AI Generator.

You can use the watermarked content from the Aspect website for free testing or composite use only. Watermarked content cannot be applied to last-stage or publicly available content and can be used within 30 days of downloading

2. to use Licensed Content

You can use the content in any way that is not restricted (see Usage Restrictions below). Subject to those limitations and the remaining terms of this Agreement. The rights that Aspect gives you include:

Forever means that there is no expiration date or end date for your right to use the downloaded content for the term of your agreement.

Non-Exclusive, means that you do not have the exclusive right to use the Content.

This means that the content can be used in any geographic area.

Unlimited means you can use an unlimited number of content in any project and media.

For the purposes of this Agreement, "Use" means copying. Duplicate, adapt, modify, synchronize, execute display, broadcast, publish, or otherwise exploit

In addition to the above statement. The following terms also apply to the content's playlist ("Music"):

You can edit the music. If such changes (1) do not alter the basic nature of the original work used, and (2) do not create any ownership rights or claims, including copyrights, on your part to or in the recordings or elements resulting from the edits, you will be liable to make any changes.

"Music" includes sound recordings and musical compositions, including lyrics included in sound recordings contained in music files. "Works" means productions, programs, or other projects in which music is synchronized (as defined below). Performance, telecasting, broadcasting, transmission Streaming Displaying or distributing "copies" means making copies or making copies solely for the

purpose of distributing the work. "Synchronize" means matching and/or synchronizing, managing, recording, re-recording, decoding, editing, or editing a specific piece of music in connection with the permitted use in the Event. Editing refers to the use of less music than the whole song. Looping Adding, amplifying, or modifying the original song.

Examples of how to use Permitted Content include: Websites Blog Posts Social Media, Advertising, Marketing Campaigns Corporate Presentation Newspapers, magazines, books, film and television productions. Web and mobile applications Product packaging

Please make sure that you read the Restricted Usage section below for exceptions

3. Limited Usage

You must not use the Content in an obscene, defamatory or other unlawful manner to promote violence or hatred, or when it violates any relevant hepatic regulations or industry principles.

You may not use content labeled "Editorial Only" for commercial purposes. Advertising Articles certification This type of content is not a published model or property and is intended primarily for editorial or semantic purposes, such as news reporting and discussion of current events or other topics of interest (for example, in blogs, textbooks, newspapers, or magazine articles).

You may not use the Content in any manner that allows others to download, cut, or distribute the Content as a standalone file (meaning only the Content File, which is separate from the Project or Final Use).

Unless you purchase a custom license, you must not use the content (in whole or in part) as a distinctive or distinctive feature of the trademark. Design markings trade names, business names, service marks, logos, or anything else of the same nature; In addition, you will not have the right to register (in any jurisdiction). In such content, it is a trademark or relies on any prior registration and/or Goodwill fees incurred to prevent the use of third-party content or similar content (including by us, our customers, or the copyright owner of such content).

A sensitive usage disclaimer is required. If you use content that is model-like or related to a subject that is disrespectful or conflicting to a reasonable person (e.g., sexually transmitted disease). You must specify: (1) The Content is used for illustrative purposes only, and (2) any person depicted in the Content is Mr. or Mrs. For example, you can say: "Stock image, posted by Mr. / Model" does not require a disclaimer for "Editorial Use Only" content used in an editorial manner.

You must not make false representations that you own the original work composed primarily of copyrighted material. For example, you can't create a drawing from only licensed content and claim that you own the work.

Additional restrictions for using music:

Prohibited use to create a listening experience must not make the music part of the listening experience, including when the music is incorporated into the visual/narrative elements. Whether the music itself or as part of a collection that is a minor part (e.g., images, panning animations, or other audiovisual animations).

You may not use the Music to produce, distribute, or sell any product, in any form or medium, whether known today or later developed. Combining music alone or with other music, including but not limited to, compact discs (CDs), cassettes, vinyl records, and all types of digital transmissions.

You must not use any song as the main theme song of the program or other production, or use the title or lyrics of any song separately from the song itself.

It is prohibited to use in political campaigns.

You must not incorporate any music into any logos, trademarks, or service marks.

Limited Usage – Unless a special license is purchased, the special license can only be purchased individually using credits. Note that you can't purchase additional licenses for content created with Aspect. Do not resell the product unless you purchase an exclusive license. You may not use any content related to any goods or services intended for retail sale or distribution, where the primary value is in the content, including, but not limited to, cards, stationery, products, paper, calendars, merchandise, apparel, posters (printed on paper, canvas, or other media). Mobile DVD This includes "on-demand" products (meaning products for which content is selected by a third party for customization on such products pursuant to a production order), including, but not limited to, postcard items. Glasses, T-shirts, posters, and more. The

rights granted to you are non-transferable and non-subtitle, which means that you cannot sublicense to anyone. However, there are two exceptions to the following:

If you are purchasing on behalf of your employer or client, you may be able to purchase on behalf of your employer or client. Your employer or client can use that content. In this case, you represent and warrant that you have full legal authority to act binding on your employer or customer to the terms of this Agreement. If you do not have the authority to do so, your employer or client may not use such content.

Subcontractors You can allow subcontractors (such as your printers or postal delivery companies) or distributors to use the content in the manufacturing or distribution process related to your final project or end use. These subcontractors and distributors may not use the Content for any other purpose.

Is there a limit on the number of licenses/users? You can only use the right amount of content with users. As described in Section 5 below

4. Is there a limit on the number of licenses/users?

Yes, a standard license or a single-user subscription. The count/user limit refers to the raw file of the content, not the end project or usage.

If you are licensed to use content using credits, this means that you can share the content within your single legal entity. Unless you purchase a special license, you can't store the content on a server (granting access to more than one person at the same time).

If you get the license to the content with a subscription, this means that only one person can access the permission and use of the content.

If you want more than one user to access the content:

If you have licensed the content using credits, you may be able to use the Credits. You must purchase an exclusive multi-user license with credits.

If you get content rights with a subscription and need a multi-user plan for your team or business, you can use the multi-user plan. Please contact us. Please note that you cannot purchase a multi-user plan with content created with it. Aspect AI Generator

5. User Accounts

You will be responsible for tracking all activity for each User Account, and you agree to: (1) (2) notify Aspect immediately of any unauthorized use or other breach of security, and (3) accept all responsibility for the activities that occur under each user account. If Aspect considers that you have violated this Agreement or any other provision of this Agreement, you may not be in the opinion of the Amendment to the Agreement. The Company may suspend access to your account and claim compensation for further legal action.

6. Intellectual Property Rights

All copyrights belong to Aspect or the artist providing the content. All rights not expressly granted in this Agreement are reserved to Aspect and its content suppliers.

Attribution

Do I also need to credit the image? You don't need to include image credits for commercial use, but if you're using the content for editorial purposes, you must include the following credits next to the content or in the production credits: "Aspect in.th/ Artist's Member Name."

Do I need to credit a video? Yes. If technically feasible, You must include the following credits in the production of the image: "Aspect in.th/Artist's Member Name".

7. Termination/Cancellation/Revocation

Termination except in the case of subscriptions. This Agreement shall remain in effect until terminated by either party. You may terminate this Agreement by terminating your use of the Content and removing or destroying any copies of the Content. You must log in to your account at least once a year. In order to avoid credit expiration, Aspect may terminate this Agreement at any time if you fail to comply with any of

the terms, in which case you must cease using the Content. Immediately delete or destroy any copies and, upon request, confirm in writing to Aspect that you have complied with these Terms.

Termination of subscriptions unless renewed. Aspect may terminate any license prior to the end of the Subscription Period if it has reasonable grounds to believe that this Agreement has been violated and/or misused the Subscription Account. In this case, you must discontinue using the content. Confirm in writing to i Aspect that you have complied with these Terms, and pay Aspect any amounts that remain outstanding at the end of your subscription term as set forth in your invoice.

Social Media Termination: If you use content on a social media platform or other third-party website, and the platform or website uses (or announces that it plans to use it). Content for its own purposes or in any manner contrary to this Agreement shall be terminated immediately

Refunds

Refunds for Subscriptions or Credit Plans - No refunds will be issued for subscriptions or credit plans you purchase, unless required by local law.

Refunds for Annual Subscriptions - If you have made an annual subscription, you may not be able to cancel it before the end of your contract, or you may not receive a refund for the remaining months of your subscription, unless local law requires us to offer you the option to cancel and refund. If your membership profile is set to auto-renew You can turn off this setting at any time in your account settings to ensure that your membership plan is not automatically renewed at the end of your contract. These terms do not apply to any of our free trial programs. Please see below for details about the free trial.

Refunds for monthly subscriptions - If you have subscribed to a monthly membership and your subscription is set to auto-renew. You will not be entitled to a refund if you cancel your membership after renewal, and you will not be eligible for a refund for a previously auto-renewing monthly membership plan.

Refunds for free trial subscriptions - If you downloaded content while using a paid membership plan and wish to cancel. You will not be able to request a refund and may incur an administration fee to cancel your membership plan. If you do not download during the free trial month and do not download any content, you will not be able to download any content. While using the paid membership model, you may be eligible for a refund.

Refund of Aspect file downloads No refunds or new credits will be given for files that have already been downloaded. File returns will be determined by technical issues with the file at Aspect's sole discretion.

cancellation

Subscription Cancellation - If you subscribe to an annual subscription or subscription with Aspect, you may not cancel your subscription before the expiration date of your subscription plan, unless (i) local law requires us to give you the option to cancel, or (ii) you are located in the United Kingdom or the European Union and you decide to cancel within 14 days of the first date of purchase (within the period during which you are allowed to cancel) and have not downloaded or created any related content or used any credits of the subscription during this period to see if local law gives you the right to cancel early. Please submit a written cancellation request using the contact us email form. If you do not have the right to cancel early and your subscription is set to auto-renew, please contact us. You can turn off auto-renewal at any time in your account settings to ensure that your subscription does not renew during the period your subscription ends.

Canceling a free trial subscription - You can cancel your free trial before switching to a paid annual membership model before the end of your free trial month. To cancel, go to your account overview page and click Cancel Free Trial. You can also cancel via our Contact Us email form prior to the end of the month of your free trial (the 14-day cancellation period will be included in your free trial, unless otherwise required by law).

You will be charged for each remaining month of the annual membership plan if you do not cancel before the free trial ends. Cancellation during the paid annual membership model may incur an administration fee. Please refer to the diagram below for more details. Please note: Free trials are not available in all regions.

Aspect may terminate its license to use any item of content at any time in its sole discretion. Upon notice from Aspect, or when you become aware of any Content that may be claimed to infringe the rights of a third party for which Aspect may be liable, Aspect may require you to immediately take the following action and at your own expense: Stop using the Content, remove or destroy any copies, and ensure that your customers, distributors, and/or employers do the same

8. Certifications and Warranties

Aspect provides the following representations and warranties:

Guarantee of non-infringement, except with respect to content that is listed as "for editorial use only". Use of your Content in accordance with this Agreement and in the form that Aspect ships will not infringe copyright. It will not infringe any rights of privacy or publicity rights, and acquire all necessary models and/or property for the use of the Content in the manner permitted by this Agreement. Please note that you are solely responsible for any modifications to the content (whether using Aspect's editing tools or otherwise).

Aspect warrants that the content will not infringe any copyright or moral rights of the artist, but does not grant any rights or warranties regarding the use of any person's name, trademark, trademark, etc. Appearance Mark, Logo, Registered Design Not registered or copyrighted. Artwork or architecture depicted or contained in the content. In such cases, You are solely responsible for determining whether publication is required in connection with the use of the content you offer, which is labeled "Editorial Only", and you are solely responsible for obtaining such publication. You acknowledge that content that is labeled "for editorial only" is generally not published, and that some jurisdictions provide legal protection for images of individuals, likenesses, or property used for commercial purposes when they are not published

Disclaimer: Captions/Metadata While we make reasonable efforts to categorize keywords, we use the Keyword Classification Disclaimer. Aspect does not guarantee the accuracy of such information or any metadata provided with the content.

Additional Representations and Warranties for Music:

No music was recorded under the jurisdiction of the union or collective bargaining agreements.

Aspect owns all rights to the music necessary to grant you a direct license, including all rights to do so. Mechanical rights or any other similar rights. and the right to use the Music shall be deemed to include granting you a direct license. To copy and publicly play the Music only for the purposes permitted under this Agreement. There shall be no fees due to copying or publicly performing the music as set forth in this Agreement that may be due and payable to Aspect or its content deliverers.

Please note, however, that these warranties do not apply to (1) the charging of fees assessed by you (or the Publisher) pursuant to the terms of a perpetual license or other written agreement between you (or the Publisher) and any association that operates or exercises any other right to collect and manage the payment of royalties or similar compensation on behalf of the Music Publisher; (2) Fees incurred as a result of the use of other Song Content in conjunction with the Music, or (3) Fees. Other benefits or remuneration Collection of fees, which are specifically assigned to the Fee Collection Association in accordance with local laws, regardless of membership or any contractual terms from the author.

Composers, performers or other rights holders in the song

No other warranty

Cultural property – no guarantees. Use of content that depicts works of art, architecture, or forms of cultural significance may require additional permission and pay a fee to the appropriate regulatory party. Aspect assumes no liability for any event that results from the failure to comply with such conditions.

Except as set forth in the "Non-infringement Guarantee" section above. This content is provided "as is" without any representations, warranties or conditions of any kind, express or implied, including, but not limited to, Implicit Certifications Aspect does not represent or warrant that the Content will meet your requirements or that use will be uninterrupted or error-free

9. Indemnification/Limitation of Liability

By indemnifying Aspect, you agree to defend, indemnify, and hold harmless Aspect and its parent, affiliates, subsidiaries, and content suppliers, including its officers. Directors and each employee shall be responsible for all liabilities and expenses (including reasonable legal fees, including attorneys' fees) arising out of or in connection with any breach or alleged breach by you (or anyone acting on your behalf) of any provision under this Agreement.

Aspect agrees to defend, indemnify, and hold harmless you, your parent, subsidiaries and affiliates, and its officers, provided that the Content is used only in accordance with this Agreement and that you will not breach this Agreement. Each of your directors, directors, and employees from damages. All liabilities and

expenses (including reasonable legal fees, including attorneys' fees) arising out of or in connection with any breach or alleged breach by the Aspect of the Warranty in Section 9(a) above. This indemnification does not apply to damages. Any costs or losses incurred as a result of or as a result of modifying the content or the context in which you use it. This coverage does not apply to your continued use of the Content after receiving a notice from Aspect or when you become aware that the Content is subject to a claim of infringement of the rights of a third party.

Additional legal warranties unless you purchase a special license. Aspect's total maximum aggregate liability (meaning the total amount for which Aspect is responsible, whether under this Agreement or any other agreement for the same Content) is limited to \$5,000 per Item of Content. This limit applies regardless of how many times you allow the same piece of content from an Aspect.

Indemnification to you by Aspect regarding AI-generated content for transparency. 10(b) (and limitations relating thereto) shall apply to content created with Aspect, regardless of any content that conflicts with the Aspect's indemnification obligations do not apply to the extent that you create content, including text or input information that contains names, likenesses of real people, trademarks, appearance marks, logos, architectural artwork or elements protected by third party intellectual property rights that you do not license.

The party seeking indemnification must promptly notify the other party in writing of the claim. Coverage party (expense responsible party) It has the right to proceed, manage, terminate or defend any claim or proceeding, in which case the indemnified party (the party not responsible for the costs) has the right to proceed. must cooperate in any way reasonably requested by the indemnifying party. The indemnifying party is not responsible for legal fees, including attorneys' fees and other expenses incurred before the other party files a claim seeking indemnification.

Limitation of Liability for Damages Aspect Licensee shall not be liable to you or any other person or entity for any punitive, especially indirect. to accidental damage or other damages. Expenses or losses arising out of this Agreement, even if Aspect or its licensors have been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of implied warranties or liabilities

10. General requirements

This Agreement is a personal agreement for you and you may not assign it to anyone without the prior written consent of Aspect.

Inspection/Certificate of Compliance upon reasonable notice You agree to provide Aspect with a sample copy of the Project or any use of the Licensed Content, including granting Aspect access to the website or any paid or limited access platform on which the Content is reproduced free of charge. In addition, upon reasonable notice, Aspect may exercise its discretion whether through its own employees or through third parties. Conduct a review of your records directly related to this Agreement and the use of your Licensed Content to verify compliance with the terms of this Agreement. If any audit finds that you are paying too little Aspect five percent (5%) or more of the amount you should have paid, you will be able to pay it. In addition to having to pay Aspect the underpaid amount, you agree to reimburse Aspect for the cost of the operation. Audits are also available. In the event that Aspect reasonably believes that the Content is being used outside the scope of the license granted under this Agreement, the Company shall not be able to use the Content. You agree to Aspect's request to provide a Certificate of Compliance signed by an officer of your company in a form approved by Aspect.

Electronic Storage: You agree to preserve the symbol. Copyright, Aspect's name, content identification number, and other information that may be embedded in an electronic file containing the original content and with appropriate security to protect the content from unauthorized use by third parties. You may make one (1) copy of the Content for backup purposes.

Governing Law/Arbitration This Agreement shall be governed by the laws of Thailand. Without reference to the relevant law for conflicts of laws. Any dispute arising out of or relating to this Agreement shall be finally decided by binding and confidential arbitration by a single arbitrator selected using the Rules and Procedures for Selecting Arbitrators under JAMS's Expedited Procedures in Comprehensive Arbitration Rules and Procedures ("JAMS"). If you are in North America or the International Center for Suspension Disputes ("ICDR") or JAMS if you are located outside of North America (applicable rules are at your discretion). Effective on the date of commencement of the arbitration conducted in one of the following jurisdictions (whichever is closest to you): New York, New York, London, England, Paris, France, Munich, Germany, Madrid, Spain, Milan, Italy, Sydney, Australia, Tokyo, Japan, or Singapore. Arbitration proceedings will be conducted in English and all documents must be presented and filed in English. The

arbitrator's award is final and binding on both parties, and the award may be applied in the arbitrator's award and enforced by a court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The winning party will be entitled to recover reasonable legal fees, including attorneys' fees, in connection with any claims or defenses that the prevailing party will receive and indemnify any costs. Notwithstanding the foregoing, Aspect has the right to commence and pursue any legal or equitable action or proceeding. to a court of competent jurisdiction to obtain an injunction or other relief. However, the parties agree that if there is no relevant provision of the restriction to the contrary, the relevant provisions of the restriction will not be subject to any other limitations. Any action within the scope of this paragraph must be commenced within 2 years of the act. Events or things that occur that give rise to such claims

If one or more of the provisions of this Agreement are found to be invalid, the Company shall not be liable to the Registrar. The legality and enforceability of the remaining provisions shall not be affected. Such provisions should only be amended where necessary to make them enforceable.

No action by either party other than an express written waiver may be construed as a waiver of any provision of this Agreement.

No provision of the terms of this Agreement shall be added or removed unless in writing and accepted in writing by both parties or Aspect has issued electronically and has been acknowledged in writing by you. In the event of any inconsistency between the terms of this Agreement and the terms contained in any purchase order submitted by you, the terms of this Agreement shall control.

Notices: All notices or notices required to be sent to Aspect under this Agreement shall be sent by email to legalnotice@aspect.in.th.

You agree to pay and be responsible for sales tax. Use taxes, value-added taxes and any duties imposed by any jurisdiction as a result of the license granted to you or the permitted use of the Content.

If you do not pay the invoice in full within the time limit, Aspect may add a service charge of 1.5% per month or the amount less permitted by law for any outstanding amount until payment is received

Fees and Renewals ~~If your subscription is set to auto-renew~~ By default, you authorize Aspect to charge the subscription fee at the applicable rate and taxes for your credit card subscription on file at the end of the term. You can change the auto-renewal settings in your Aspect account. Aspect may deactivate your subscription without prior notice if Aspect is unable to process the credit card payment you provided.

ASPECT Privacy Policy

Last updated: October 2024

Please read this policy and if you have any questions, please contact us

By using this website, you consent to the collection, use and disclosure of your personal information in accordance with this policy.

This website is operated by Hotel Software (Thailand) Ltd ("Aspect").

Aspect is responsible for protecting your privacy. This Privacy Policy provides information about our online collection, use, and disclosure of personal information. The terms of this policy apply to all personal information collected by Aspect on the website Aspect.in.th. We have established this policy in accordance with privacy laws. Thailand

1. Officer

Outside the EU We have appointed the Privacy Officer at Aspect to be responsible for our policies and practices regarding the handling of personal information. You may forward any questions, comments, or complaints you may have regarding this Privacy Policy to:

CEO

Hotel software (Thailand) Ltd.

AD 29/70, M.12 – T.NungPru.

A.Banglamung, J.Chunburi
THAILAND 20150
by email to: privacy@aspect.in.th

2. Access to your personal information

To review or correct information previously provided to us: You can access and change your personal information in the "My Account" section of the website, or you can contact customer service at +66 (096) 789-6522 (international) or by email at privacy@aspect.in.th for assistance

3. Information Settings

Aspect respects your right to make decisions about the use and disclosure of your personal information. If at any time you think you don't want to receive marketing emails from us, please contact us. Please let us know by: (1) (2) contact your customer service at +66 (096) 789-6522 or follow the "unsubscribe" instructions included in each email communication, or (4) by email at privacy@aspect.in.th. If you choose not to receive marketing emails, please note that you will still receive transactional or account and email communications (such as confirmation emails and account statements).