

## Website Terms & Condition of Use of [www.lebua.com](http://www.lebua.com)

Lebua Hotel and the Dome at lebua invite you to visit our website (the “**Site**”). Please read all the terms and conditions (the “**Terms**”) contained herein carefully before using the Site. The use of the Site is subject to the following terms.

### I. Acceptance of the Use of the Terms

The Content of [www.lebua.com](http://www.lebua.com) is prepared and provided by lebua (“**we**”, “**us**” or “[**the Business’s name**]”). Your use of any information or materials on the Site is entirely at your own risk, for which lebua shall not be liable. You shall use the Site for lawful and legitimate purposes only. Accessing, using, viewing, transmitting, caching or storing the Site or any of its services, functions or Contents (the “**Use of the Site**”) shall indicate your acceptance of each and all the Terms contained herein. If you do not accept the Terms, please discontinue the Use of the Site and leave the Site immediately.

### II. Disclaimer

The material in the Site is for general information only. We will make every effort to ensure the accuracy and completeness of the Content. However, this is not a warranty or guaranty and we are under no obligation to update the Content of the Site. We shall not be responsible in any circumstances for any direct damage or indirect damage including but not limited to consequential, incidental damages or any loss or damage whatsoever that may incur as a result of the Use of the Site or the use of any linked sites.

### III. Third Party Website Link

For your convenience, we may provide the link to or information from third party websites that are monitored, controlled and/or maintained by third party. The link to a third party’s website on the Site is not an indication of endorsement or acceptance of any responsibility for the content or the use of such website. Therefore, the accuracy or completeness of the content provided by the website of the third party cannot be guaranteed by us and you agree that we are not responsible for the activities conducted or information contained in the third party website.

### IV. Intellectual Property

All copyright and other intellectual property rights in all information, text, images, graphics, icons, other confidential information, sound recordings, software and other materials on the Site (the “**Content**”) are the exclusive property of lebua. You may use, distribute, reproduce or display, in any form or by any mean, whether in print or electronic form, extracts from the Site’s notes or pages of the Site for non-commercial and private purpose only.

All trademark, logo, trade name, product, service names and all other intellectual property (the “**Trademarks**”) contained on the Site are exclusively owned by lebua. The Trademarks protect the right of lebua to be free from copying, reproduction or use of its Trademarks under national and international laws. Thus, any reproduction or use of the Trademarks without express written permission from lebua is prohibited.

V. Privacy Policy Statement

We collect information from visitors who use the Site or who give us any other details or information through the use of online forms and internet e-mail. With respect to all communications made to us, including but not limited to ideas, feedbacks, suggestions, questions, and comments (the “**Communications**”), we shall be free to use, reproduce, disclose or distribute your Communications to us or to third parties and to use any information contained in the Communication for marketing, production or any purpose whatsoever.

By submitting any Communications to us, you agree that the Communications are the property of lebua. No right of confidentiality shall be applied to Communications and we shall not be liable for any use or disclosure of Communications. For your protection, please use internet e-mail to send us non-confidential notes only. You agree to use the Site at your own risk. Therefore, we have no responsibility for any damages or losses, direct, indirect, incidental, consequential or otherwise, which may incur from using internet e-mail message which contains personal or confidential information to us.

VI. Limitation of Liability

We make no representations or endorsements with respect to any information and/or Contents provided on the Site. The Content is provided on an “AS IS” basis without any warranty of any kind either express or implied, including but not limited to the warranties of merchantability, satisfactory quality, fitness for a particular purpose, compatibility, security, accuracy, non-infringement of intellectual property and those arising by the law or otherwise.

We make no warranty that the access to and functionality of the Site will be available at all times, entirely error free, technically accurate or that the Site will be free of computer viruses or anything else that may be harmful to your computer equipment or other property in connection with your Use of the Site.

VII. Indemnification

You agree to fully indemnify, defend and protect us and our subsidiaries, affiliates, officers, directors, employees and agents from and against any claim, liability or demand including reasonable legal fees, cost of litigation, damages and other expenses in connection with the claim or actions brought against us or legal

obligations for any liability to any third party incurred as a result of your violation or breach of the Terms or User Conduct contained herein.

Failure of lebua in taking action against your violation or third party's breach does not indicate the waiver of lebua's right to act or take all legal steps available with respect to the subsequent or similar breach.

VIII. Code of User Conduct

In making Use of the Site, you shall not use the Site for any purpose that is unlawful or prohibited by the Terms and you shall be deemed to have agreed not to use the Site in the following ways:

- a. post, transmit, disseminate or otherwise publish through the Site any Content that is unlawful, threatening, abusive, pornographic, obscene, defamatory or otherwise objectionable information of any kind including but not limited to any information or software which contain any viruses, worms, time bombs and/or other computer programming activities that are intend to be harmful or disruptive, or to intercept any system or data on the Site;
- b. post or upload any information that would constitute an invasive of another person's privacy, including but not limited to impersonating any person or entity;
- c. post or transmit any information or software through the Site which forecloses or inhibits any other user from Use of the Site;
- d. encourage any conduct that would constitute a criminal offence, civil liability, violation of any party's right or otherwise violation of any national or transnational laws including but not limited to the regulations of the Securities and Exchange Commission or any rules of a securities exchange such as the Stock Exchange of Thailand;
- e. constitute unauthorized solicitation, junk or bulk e-mail, chain letters, any other form of unauthorized advertising, whether political campaigning or any form of gambling advertising; or
- f. infringe on any patent, trademark, trade secret, copyright, right of publicity, or other intellectual proprietary right of any party.

You agree that we shall not be responsible or liable for any loss or damage which is incurred as a result of breach of the Terms and the Code of User Conduct contained herein by you or any third party.

IX. Governing Law and Dispute

The Agreement and all matters in relation to the Use of the Site are governed by and construed in accordance with the laws of Thailand without giving effect to any conflict of law principles and any dispute shall be decided by the courts of Thailand.

X. Severability

If any of the Terms herein is declared and determined to be void, invalid or enforceable pursuant to any laws, regulations, court judgment or any order from the competent authority, it shall be deemed severed and deleted, if amendment is not possible, and the remaining terms shall survive and remain binding and enforceable and in full force and effect.

XI. Modifications and Alterations

We reserve the rights, in its sole discretion, without prior notice at any time to change, amend, update, remove or perform any act which causes the change of the Site. Your continued Use of the Site after any changes made by us shall be an indication of acceptance of the changes.

XII. Entire Agreement

The Terms, together with any reference or documents incorporated herein represent the entire understanding in relation to the Use of the Site between you and us, and supersede all previous statements, amendments, understandings, arrangements or proposal, whether made electronically, orally or in writing.