

## **Terms and Conditions for the Use of opentphoon.ai**

The Applicant agrees to use the Services approved by the Company pursuant to the details of the Services as prescribed by the Company. In using the Services, the Applicant agrees to be bound by and comply with the following terms and conditions (“**Terms and Conditions**”).

### **1. Definitions**

1.1 “**Company**” means SCB 10X Company Limited, including any persons appointed by the Company.

1.2 “**Content**” means the Input, the Output and/or any data or content related to the Services.

1.3 “**Force Majeure**” means any circumstances beyond the Company’s control causing interruption of providing the Services pursuant to these Terms and Conditions, including resulting in disruption or information error such as the malfunction of the Company’s computer system, or communication system from malfunction of power supply or energy problem, any third party’s act, computer virus or harmful data.

1.4 “**Input**” means any data, content or instruction input by the Applicant into the Portal to request the response in the form of the Output from the Portal.

1.5 “**Intellectual Property Rights**” means any rights, title and interest in and to all its respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

1.6 “**Output**” means any data, content or result generated by the Services to respond to the Applicant’s Input by displaying on the Portal.

1.7 “**Services**” means the Company’s artificial intelligence services based on Thai Large Language Model (LLMs), namely, Typhoon, and/or software, which currently exists or to be developed by the Company in the future, and provided by the Company to the Applicant through the Portal.

1.8 “**Portal**” means the Company’s service platform enabling the Applicant to use the Services by inserting the Input and receiving the Output responded for such Input.

### **2. The Use of the Services**

2.1 The Applicant agrees to use the Services pursuant to the procedures and methods as prescribed by the Company and agrees to be bound by and comply with these Terms and Conditions.

2.2 The Applicant will be able to use the Services by inserting the Input on the Portal for the Company’s artificial intelligence models to analyze and respond the Output to each of the Applicant’s Input through the Portal. The Output may be limited to the capability of the Company’s artificial intelligence models and/or the source of information. In this regard, the Applicant represents and warrants as follows:

(i) the Input does not infringe any Intellectual Property Rights or any other rights of third party and is not illegal, pornographic or offensive in nature; and

(ii) the Input does not contain any personal data or sensitive personal data.

In the event that the Company finds that the Input contains any personal data or sensitive personal data or the Input is inappropriate or considered as the violation of the laws or against the public orders or the good morals or any other reasons, the Company shall have the right to delete such data and/or such Input immediately as the Company deems appropriate without having to give prior notice to the Applicant.

2.3 The Applicant agrees and acknowledges that the Services and/or the Output provided by the Company do not constitute any form of legal, financial, investment, tax or any professional advice or recommendations by the Company. The Applicant shall exercise its own skills and judgments when taking any actions or decisions based on the Output provided by the Company or seek appropriate professional advice before making any specific decisions.

2.4 The Company grants the Applicant a limited, non-exclusive, non-transferable license to use the Services and the Output in accordance with these Terms and Conditions. In this regard, the Applicant agrees not to do and not to allow any third party to do any of the followings:

- (i) using the Services in the way that may cause damages, inefficiencies, interruptions or similar defects in the functionality of the Services or any electronic system of the Company or any third party;
- (ii) using the Services in way that violates or infringes any third party's rights, including the Intellectual Property Rights;
- (iii) using the Output to develop models or to provide the services that has the similar nature to the Company's models or Services;
- (iv) using the Services for supporting or otherwise engaging in any illegal activities (such as gambling, terrorist, money-laundering, etc.);
- (v) sending malwares, viruses, worms, trojan horses or any other malicious program which is able to harm into the Services;
- (vi) imitating, modifying, deconstructing, reverse engineering or changing any function of the Services or any data retained within the Services;
- (vii) using bots, spiders, crawlers, scarping or similar technology to access into electronic system or to obtain data; or trying to access other person' account(s) without permission; and
- (viii) allowing any third party to use the Services under the Applicant's account or in any other method without written permission from the Company.

3. The Applicant shall have the ownership and own all Intellectual Property Rights, where applicable, of the Input and the Applicant perpetually grants the Company the right to use such Input and the Intellectual Property Rights relating thereto for the purpose of providing the Services, developing and training the Company's artificial intelligence models and/or any other purposes as the Company deems appropriate to the extent that it is permitted by laws.

The Company shall have the ownership and own all Intellectual Property Rights, where applicable, of the Portal, the Services, software, models, the Output and data retaining within the Services. The Applicant's use of the Services shall not be construed as constituting any transfer of the Company's ownership or Intellectual Property Rights, whether in whole or in part, to the Applicant. The Applicant may not use, modify or distribute the Output, whether in whole or in part, for commercial purposes, without the Company's prior written consent.

4. The Applicant shall not transfer or assign its rights, duties and/or obligations, whether in whole or in part, under these Terms and Conditions to other persons without prior written consent from the Company. Even though the Company has given such consent, the Applicant shall remain liable to the Company in accordance with these Terms and Conditions in all respects.

5. The Company shall have the right to temporarily suspend the Services, whether in whole or in part, for the enhancement or development of the Services as the Company deems appropriate, pursuant to the period as prescribed by the Company, or shall have the right to change any function of the Services at any time.

6. Except as specified in Clause 5, the Company, at all times and at its sole discretion, shall have the right to suspend or terminate the Services, whether in whole or in part, at any time by giving not less than 30 days prior notice to the Applicant. Except where any of the following events occur, the Company shall have the right to suspend or terminate the Services, whether in whole or in part, immediately with prior written notice to the Applicant:

- 6.1 The Applicant misrepresents or fails to comply with these Terms and Conditions.

6.2 The Company suspects or opines that there are reasonable grounds to believe that the use of the Services may be illegal or violates any regulations governing the relevant transaction or there occurs the use of the Services by bad faith or wrongful act in any manner, and regardless of whoever committing such acts.

6.3 The Applicant commits an act, whether intentionally or negligently, which directly results in the release of software virus or other obstructive program into any part of the Services or commits any act which interrupts or causes other persons not to be able to normally use the Services, or affects the efficiency of the Services or causes the adverse effect on the Services normally provided by the Company.

6.4 The Applicant becomes incompetent, insolvent, is in receivership or bankrupt by the court order or adjudicated bankrupt, as the case may be.

6.5 The Company shall have to comply with laws, regulations or orders of any court, inquiry officer, governmental officer, governmental authority, or any competent authority.

6.6 Other reasons or necessities which the Company is unable to notify in advance.

7. The suspension or the termination of the Services shall not affect any rights and liabilities pursuant to the use of the Services which have been come into force and shall continue binding the Applicant and the Company until they are completely performed.

8. The Applicant acknowledges and agrees that (i) the Services provided by the Company to the Applicant under these Term and Conditions shall be provided under "as-is" condition and "as-available" basis; (ii) the Company makes no representation or warranty, whether express or implied, concerning the quality, completeness, reliability, accuracy or suitability of the Content, merchantability, fitness for particular purpose, satisfactory quality, non-infringement, error-free, or free of viruses or other harmful components and concerning the availability or operability of the Portal and/or the Services at any time; (iii) the Company shall have no obligation to review, correct or update any Content; and (iv) the Company shall have no liability to the Applicant with respect to the quality, completeness, reliability, accuracy or suitability of any Content.

9. The Company shall not be liable to the Applicant for any losses or damages arising out of or relating to the Applicant's use of the Services and/or the Output for whatever reason, including in the event of Force Majeure. In no event the Company shall be liable for indirect, punitive and consequential damages, and/or any losses from the Applicant's use of the Services and/or the Output in any respect.

If there is any damage incurred by the Applicant to the Company from the Applicant's use of the Services, the Applicant shall be liable and compensate for all damages incurred to the Company, including but not limited to the amount of money which the Company has paid and/or has been claimed from any third party, any fees or expenses relating to the legal proceedings and/or any costs, expenses or interests related thereto. If there is any dispute between the Applicant and any third party, the Applicant shall be responsible for the negotiation or dispute resolution and if the damage or error occurs, the Applicant shall not claim for such damage or error from the Company.

10. For the use of the Services, the Company will collect, use and disclose the Applicant's personal data and/or any other person's personal data provided by the Applicant to the Company for the purpose of providing the Services in accordance with these Terms and Conditions and any other purposes as prescribed in the Company's Privacy Notice. To understand how the Company collects, uses and discloses personal data and the data owner's rights in accordance with the Personal Data Protection Law, the Applicant may further read such Privacy Notice as announced by the Company on the Company's website, namely scb10x.com and/or any other channels prescribed by the Company or to be further changed and notified to the Applicant by announcing on such website and/or any other channels prescribed by the Company. In addition, in the event that the Applicant has given any personal data of any other person, the

Applicant shall notify such person of the details relating to the collection, use and disclosure of personal data and rights under such Privacy Notice.

11. Any notices, documents, or data submitted or delivered by the Company to the Applicant to the E-mail address as specified by the Applicant or as informed of such changes by the Applicant to the Company, shall be deemed duly receipt by the Applicant and it shall be deemed that the Applicant shall have been duly acknowledged the content contained therein.

12. If at any time any term(s) of these Terms and Conditions or any document(s) referred by these Terms and Conditions are or become illegal, invalid or unenforceable in any way, the remaining terms, as the case may be, shall still be legal, complete and enforceable under the laws and shall not be invalidated by the illegality, invalidity or unenforceability of the said terms or documents.

13. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Kingdom of Thailand and the court of Thailand shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with these Terms and Conditions.