

Terms of Use for Website/Application (TUG)



Effective Date: January 1, 2025

1. Acceptance of Terms: Before using the TUG application, you must review and understand the Terms of Use, Privacy Policy, Community Guidelines, and Safety Tips. By accessing or using the application, you agree to be bound by these terms and confirm that you have thoroughly read and understood them.

2. Dispute Resolution: Any disputes arising under these terms and conditions will be settled through arbitration under the laws of Thailand, with Thai courts holding jurisdiction.

3. Rights to Access and Use & Liability of the Application Owner:

3.1. You are not permitted to create an account or use the services unless you meet all of the following conditions:

(1) You are a person (not a legal entity or organization), at least 20 years of age.

(2) You are legally qualified to enter into a binding contract with the application.

(3) You do not support terrorism.

(4) You have not committed or been convicted of serious criminal offenses, including sexual crimes, violent acts, or threats of violence, and are not under criminal investigation, probation, or serving a criminal sentence. You are not bankrupt or mentally incapacitated. (5) You do not hold more than one account with our services.

(6) You have not previously been removed from our services or those of our affiliates unless you have received explicit written permission from us to create a new account. If you do not meet these conditions at any time, your access to all our services will be automatically revoked, and you must delete your account immediately. We reserve the right to terminate your access to our services without notice.

You agree to the following:

1. Comply with these terms and periodically review this page to stay informed of any changes.
2. Abide by all applicable laws, including but not limited to privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements.
3. Use the latest version of the website and/or application.
4. Regularly review safety tips.
5. Follow community guidelines, as updated from time to time.
6. Take reasonable measures to secure the safety of your login information.
7. Consent to us using non-identifiable personal data for business purposes.
8. Consent to us reporting, recording, or deleting any offensive, risky, or inappropriate messages or content. In severe cases, we may terminate your account and blacklist you from future use.
9. Strictly adhere to our safety tips, community guidelines, and terms of use. If you violate any term, you will bear full responsibility and accept our disciplinary actions.

You agree not to:

1. Misrepresent your identity, age, gender, marital status, or affiliations with any individual or entity.
2. Use the services in a harmful way or cause damage to other users or disrupt their usage.
3. Interfere with, disrupt, or negatively affect our platform, servers, or service networks.
4. Use our services for malicious, illegal, or unethical purposes, including but not limited to using virtual items for money laundering or other financial crimes.
5. Harass, bully, stalk, threaten, defame, harm, or use violence or mental abuse against others, even if the offense is only attempted and not completed.
6. Post or share prohibited or potentially illegal content that may harm us or others.
7. Solicit passwords or personal identification information from others for any commercial or illegal purposes, or disclose someone else's personal information without their consent.
8. Solicit money or valuable items from other users, whether as gifts, loans, or compensation.
9. Use another user's account.

10. Use our services in connection with fraud, pyramid schemes, or similar practices.
11. Use our services for funding any political campaigns or influencing elections, except for sharing your personal political opinions.
12. Violate the privacy of others.
13. Disclose personal information or proprietary data that you do not have the right to share.
14. Copy, modify, transmit, distribute, or create derivative works from any member content, our content, or intellectual property without prior written consent.
15. Imply or state that any of your statements are endorsed by us.
16. Use robots, crawlers, web search/retrieval applications, proxies, or other automated or manual processes to access, browse, or bypass our services' navigation or presentation structures.
17. Upload viruses or malicious code that could compromise the security of our services.
18. Falsify headers or manipulate identifiers to disguise the origin of any data transmitted to or through our services.
19. Frame or mirror any part of our services without prior written consent.
20. Use metatags, code, or other devices to reference our platform or trademarks, redirecting users to other websites for any purpose.
21. Alter, modify, sublicense, translate, sell, reverse-engineer, decompile, disassemble, or attempt to do so with any part of our services.
22. Use or develop third-party applications to interact with our services, content, or data without written permission, including but not limited to AI or machine learning systems.
23. Probe, scan, interfere with, or test the vulnerabilities of our services, systems, or networks.
24. Encourage, promote, or agree to perform actions that violate these terms.
25. Create a new account after your account has been suspended or closed unless expressly permitted by us.
26. Submit false, misleading, or clearly untrue reports about other users' behavior or content, or misuse our reporting or appeal systems.

The license granted to you under these terms, along with any permissions to access our services, will be automatically revoked if you engage in any of the above actions.

Prohibited Content

1. Content that may be considered undesirable, harassing, violent, or mentally distressing to others, or that disrupts public order or good morals.
2. Obscene, pornographic, violent content, or content containing nudity.
3. Content involving violence, threats, discrimination, or promoting or encouraging racial, religious, political, or gender-based hatred, or societal bias.
4. Content that encourages or facilitates illegal actions, including terrorism, racial, religious, or political hate speech, or actions that disrupt societal peace, or transmitting such content, which constitutes a criminal offense in itself.
5. Content that encourages or facilitates harmful activities to users or others, including but not limited to promoting self-harm, eating disorders, dangerous challenges, or violent extremism.
6. Defamatory, libelous, slanderous, harmful, or false content.
7. Content related to commercial activities including but not limited to sales, competitions, promotions, advertisements, solicitation of services, sexual services, gambling, lottery, "Sugar Daddy" or "Sugar Baby" relationships, links to other websites, or premium-rate telephone numbers.
8. Content related to or facilitating the transmission of spam.
9. Content containing spyware, adware, viruses, corrupt files, worms, or other malicious code designed to disrupt, damage, limit functionality, or interfere with software, hardware, telecommunications, networks, servers, or other devices; Trojan horses; or any content designed to damage, interfere, intercept, or steal personal information or data unlawfully, violating any third-party rights (including but not limited to intellectual property rights and privacy rights).
10. Content you did not create, own, or have copyright permission for unless explicitly authorized by the service provider.
11. Content featuring the image or likeness of others without their consent (or, in the case of minors, without the consent of the guardian or parent of said minor).

12. Content featuring the image or likeness of a minor without a guardian present or where the minor is not fully clothed, or where the minor is implied or shown engaging in sexual activities.

13. Content not in line with the intended use of the services.

14. Content that may harm the reputation of the app or its affiliates, such as defamatory uploads or shared content on the platform, or supporting the misuse of services provided by the app or affiliates.

Uploading or sharing content that violates these provisions ("Prohibited Content") may result in the immediate suspension or closure of your account. Please ensure you understand your rights and responsibilities regarding content in our services, including any content you provide or post. You are expressly prohibited from posting inappropriate content during your use of our services.

Your Content

You are responsible for your content and agree to take full responsibility for any damages arising from your content. You should not share anything that you do not want others to see, that violates this agreement, or that could result in legal liability for you or us. You alone are responsible and liable for your content, and by this, you agree to indemnify and protect us from any claims related to your content. You warrant and represent to us that the information you provide to us or to other users is accurate, including any information shared through Facebook or other external sources (if applicable), and you will update your account information as necessary to ensure its accuracy. The content on your profile should be relevant and aligned with the intended use of our services. You are prohibited from uploading any prohibited content, and your content must also comply with community guidelines.

You are not permitted to display contact information, banking details, or payment information of any kind, whether related to yourself or others (such as name, home address, postal code, phone number, email, URL, credit/debit cards, bank accounts, payment usernames, or other banking details). If you choose to disclose any personal information about yourself to other users, you do so at your own risk. We strongly advise you to exercise caution when sharing any personal information online. Your profile will be visible to other users worldwide, so please ensure you are comfortable sharing your content before posting. You acknowledge and agree that other users may view your content, and despite these terms, they may share your content with third parties.

By uploading your content, you represent and warrant that you have all the necessary rights and licenses to do so, and you automatically grant us a license to use your content as outlined in our terms. We may

provide tools and features to enhance the expression of individual users through your content and that of other members. Additionally, we continually develop new technologies to improve our services, and some tools and features may allow you to create or enhance content based on your own. Such content will still remain yours, and you are responsible for its accuracy and use within our services, as well as any decisions, actions, or inactions based on your content. Please be cautious in selecting and sharing your content. You understand and agree that we may monitor or review your content and have the right to remove, delete, modify, restrict, or block access to any of your content at any time at our sole discretion. Furthermore, you understand and agree that we are not obligated to display or review your content at any time.

Member Content

Although you may have access to member content, that content does not belong to you, and you are not allowed to copy or use it for any purpose unless specified in these terms. Other users will also share content on our services. Member content belongs to the user who posted it and is stored on our servers, displayed as directed by that user. You should carefully verify the accuracy of member content and confirm it independently, as other users may use tools to create or improve content based on the member content they provide. Member content may include biased, inaccurate, harmful, undesirable, or misleading information. Each user is responsible for their member content, as well as for any decisions, actions, or inactions based on their use of that content.

You do not have any rights to member content, and unless explicitly permitted by us, you may only use member content in line with the intended purpose of our services—facilitating communication and connections. You are prohibited from copying or using member content for commercial purposes, spamming, harassment, or illegal threats. We reserve the right to terminate your account if you misuse member content.

Our Content (TUG)

We own or hold the license for all other content on our services. All text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, images, or other intellectual property displayed on our services are owned, controlled, or licensed by us and are protected under copyright, trademark, and other intellectual property laws. All rights, ownership, and benefits related to our content remain with us at all times. We grant you a limited license to access and use our content as specified below, and we reserve all other rights.

Inappropriate Content, Misconduct, and Reporting: We do not tolerate inappropriate content or behavior on our services. We are committed to maintaining a respectful community and will not allow any form of inappropriate content or misconduct, whether within or outside our services (including, but not limited to, services operated by our affiliates). We encourage you to report inappropriate member content or any misconduct from other users. You can report users directly through the "Report User" link on their profile. Additionally, you can contact customer support for assistance.

As stated in our Privacy Policy, we may share information between our affiliates to ensure the safety of our users. We may take necessary actions if we believe you have violated these terms, which could include banning you from our services and/or the services of our affiliates. For more details, please visit our safety page. We may also prevent you from creating new accounts. You understand and agree that we may withhold information from you if sharing it could compromise the safety or privacy of other users. Member content is subject to the terms and conditions.

Privacy

Privacy is important to us, and we have a separate policy regarding this matter, which you should read. For information on how we and our affiliates collect, use, and share your personal data, please read our Privacy Policy. By using our services, you agree that we may use your personal data in accordance with our Privacy Policy.

Rights Granted to You by Us: We grant you the rights to use and benefit from our services under these terms as long as you comply with them. We provide you with a personal, worldwide, royalty-free, non-transferable, revocable, and non-sublicensable license to access and use our services for their intended purpose, as allowed by these terms and applicable law. This license and any permissions to access the services will automatically be revoked if you fail to comply with these terms.

Rights You Grant to Us: You own all the content you provide to us, but you grant us the right to use your content as specified in this agreement. When you create an account, you grant us a worldwide, perpetual, transferable, sublicensable, royalty-free license to host, store, use, copy, display, reproduce, modify, adapt, publish, translate, distribute, and make publicly available your content, including any data you allow us to access from external sources (if applicable), in whole or in part, in any form or medium now known or later developed. Our license to your content is non-exclusive, except that we hold exclusive rights to derivative works created through the use of our services. For example, we will have exclusive rights to screenshots of our services that include your content. Additionally, to prevent the misuse of your content outside of our

services, you allow us to act on your behalf if your content is used by third parties in a way that infringes on these terms. However, we are not obligated to take any action regarding the misuse of your content by others outside our services. Our license to your content is subject to your rights under applicable law (e.g., data protection laws where personal information is involved, as defined by those laws). In exchange for allowing you to use our services, you agree that we, our affiliates, and external partners may place advertisements on our services. When you submit feedback or suggestions about our services, you agree that we may use and share such feedback for any purpose without compensating you.

Access to Your Account and Content: You agree that we may access, retain, and disclose your account information, including your content, if required by law or if we believe in good faith that such actions are necessary to comply with legal processes, enforce these terms, respond to claims that content infringes the rights of third parties, respond to customer service requests, or protect the rights, property, or safety of the company or others. We may also investigate, prevent, or take action regarding suspected illegal activities, fraud, or other wrongdoing.

Account Closure

If you no longer wish to use our services, or if we close your account for any reason, here's what you should know:

You can delete your account at any time by logging into the website or app, navigating to the "Settings Menu," clicking "Delete Account," and following the steps to complete the deletion process. However, we reserve the right to investigate and, if necessary, suspend or terminate your account immediately if we believe you have violated these terms, misused our services, or engaged in behavior we consider inappropriate or unlawful, whether on or off our services. We also reserve the right to use any available means, including personal, technological, legal, or other measures, to enforce these terms at any time without liability and without prior notice, including preventing you from accessing the services.

We do not conduct criminal background checks or verify user identities before they use our services. Although we strive to foster a respectful environment, we are not responsible for the behavior of any users, whether on or off our services. Please use good judgment when interacting with others and review our Safety Tips.

We do not conduct criminal background checks, verify user identities, or inquire into user history. We do not endorse or guarantee the behavior, identity, health, physical condition, intentions, legitimacy, or integrity of any users. However, we reserve the right to, and you authorize us to, conduct any criminal

background checks or other screenings (such as checking the sex offender registry) at any time using available public records. You agree that any information you provide may be used for this purpose. If we choose to conduct screening through a consumer reporting agency, your agreement to these terms serves as your consent for us to perform any necessary background checks to assess your rights under these terms.

You are solely responsible for your interactions with other members, and we cannot and do not guarantee your safety. Our services are not a substitute for following safety tips and using reasonable caution. Always exercise good judgment and appropriate safety measures when communicating or meeting new people. Communication you receive through the services, including automated notifications we send, may result from users using the service for inappropriate purposes, such as fraud, violence, harassment, illegal conduct, or other objectionable behavior. While we promote respectful experiences, we are not responsible for the behavior of any users, whether on or off our services. You agree to exercise caution when interacting with other users, especially if you choose to communicate outside of the service or meet in person.

Disclaimer

Our services are provided "as is," and we make no representations or warranties regarding the content or features of our services or member content. We offer our services "as is" and "as available" without any warranties, whether express, implied, statutory, or otherwise, in relation to our services (including all content within those services). This includes, but is not limited to, implied warranties of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement. To the extent permitted by applicable law, we do not warrant that our services will be uninterrupted, secure, or error-free, that any defects or errors will be identified or corrected, or that any content or information obtained through our services will be accurate, complete, current, or suitable for your purposes. Additionally, we do not guarantee the number of active users at any given time, the ability or willingness of users to communicate or meet with you, or the eventual compatibility or behavior of users you may encounter through our services.

We are not responsible for any content you or other users or third parties post, send, receive, or act upon in or through our services. We do not vouch for the identity, intentions, legitimacy, or integrity of any users with whom you may communicate through us. Any content downloaded or otherwise obtained through the use of our services is accessed at your own discretion, and you accept all risks involved. We are not

liable for any damage to your computer hardware, computer software, or other equipment or technology, including, but not limited to, damage caused by security breaches, viruses, bugs, tampering, hacking, fraud, errors, omissions, interruptions, defects, delays in operation or transmission, or failures or malfunctions of computer lines, networks, or technical operations.

If You Notice a Copyright Violation

We take copyright violations very seriously, and we ask for your assistance in helping us address these issues quickly and effectively.

We have implemented the following policy regarding copyright violations. If you believe that any member content or our content infringes on your intellectual property rights, please send a notice of alleged infringement containing the following information:

- 1 A physical or electronic signature of the person authorized to act on behalf of the copyright owner whose rights are allegedly being infringed.
- 2 Identification of the copyrighted work claimed to have been infringed, or if the notice covers multiple copyrighted works on a single online site, a complete list of such works.
- 3 Identification of the material that is claimed to be infringing or subject to infringing activity and that is to be removed or access to which is to be disabled, along with reasonably sufficient information to allow the service provider to locate the material.
- 4 Reasonably sufficient information to enable the service provider to contact you, such as an address, phone number, and email address, if available.
- 5 A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, their agent, or the law.
- 6 A statement that the information in the notification is accurate, and that you are authorized to act on behalf of the copyright owner whose rights are allegedly being infringed, with an acknowledgment that you may be held liable for any false claims. By submitting this notice, you agree to the legal responsibilities if it is found to be untrue.

External Advertising and Content

You may encounter external advertisements and promotions on our services. We do not endorse or take responsibility for your interactions with those products or services. Our services may include advertisements and promotions provided by third parties, as well as links to external websites or resources. Additionally, our services may allow you to view ads in exchange for virtual items. However, we do not guarantee that you will always have access to such ads or that these ads will be available at all times. We may also include non-commercial links or references to third-party content within our services. We do not take responsibility for the availability (or lack thereof) of any external websites or resources, or for the content provided on those websites or resources. Furthermore, we do not endorse any products or services offered by third-party websites or resources. If you choose to interact with third parties available through our services, your relationship with them will be governed by their terms, and we are not responsible or liable for their terms or actions.

Limitation of Liability

Our liability is limited to the extent permitted by the laws of Thailand and is subject to the relevant contract or agreement. Under no circumstances shall our affiliates, employees, licensors, or service providers be liable for any indirect, consequential, exemplary, incidental, special, punitive, fixed, or additional damages, including but not limited to, loss of property—whether tangible or intangible—or any related damage, whether it arises directly or indirectly from your access or use of, or inability to access or use, our services. This includes damages resulting from your actions or those of third parties, or unauthorized access, use, or alteration of your content. Even if we have been informed of the possibility of such damages, we shall not be liable.

Jurisdiction: The courts of Thailand shall have jurisdiction in any related legal matters.

Informal Dispute Resolution Process

If you are dissatisfied with our services for any reason, please contact our customer service first, allowing us the opportunity to address your concerns without needing external assistance. If you decide to pursue any dispute, claim, or disagreement against us, these terms will be applicable for the purpose of this dispute resolution process and arbitration. However, if your dispute involves a claim related to sexual misconduct or harassment arising from your use of the services, both you and we agree to negotiate in good faith to resolve the issue. We may request a phone conference with you as part of these good faith negotiations to discuss your dispute, and you agree to participate in person, or with your attorney if you have legal

representation. Similarly, you may request a phone conference to discuss a dispute with us, and we agree to have a representative present. If you fail to engage in this informal dispute resolution process before proceeding, it may result in harm to us. You agree to pay a penalty, and you will be responsible for covering this penalty.

Privacy Policy

Under the provisions and legal exceptions of applicable law, you may have the following rights:

- 1 Right to Access Personal Data: You have the right to request access or a copy of the personal data we collect, use, or disclose about you.
- 2 Right to Data Portability: You have the right to receive your personal data in a commonly readable format for automatic tools or devices, and request us to send or transfer such data to another data controller.
- 3 Right to Object to Processing of Personal Data: You have the right to object to the processing of your personal data as permitted by law.
- 4 Right to Request Deletion of Personal Data: You have the right to request deletion, destruction, or anonymization of your personal data unless retaining it is required by law or for establishing, exercising, or defending legal claims. For registered users, you can exercise this right by pressing the “Delete Account” button in the app.
- 5 Right to Restrict Processing of Personal Data: You have the right to request the restriction of the processing of your personal data.
- 6 Right to Rectify Personal Data: You have the right to request the correction, update, or completion of your personal data. Registered users can update or amend their personal data anytime in the profile editing section of the website/app.
- 7 Right to Withdraw Consent: Where the legal basis for processing your personal data is consent, you have the right to withdraw your consent at any time, subject to the conditions and limitations under the Personal Data Protection Act. Your withdrawal will not affect the processing of personal data that was already lawfully carried out before the withdrawal.

8 Right to File a Complaint: You have the right to file a complaint with the relevant government authority in the event you believe we have not complied with the Personal Data Protection Act.

We will retain your personal data for a period reasonably necessary for the purposes outlined in this privacy policy and in compliance with laws and regulations. Your personal data will not be deleted from our database if you log out or uninstall the app from your device, as you may still return to use our services later. If you wish for us to stop processing or delete your personal data, you must press the “Delete Account” button or contact us via the provided channels to exercise your rights. We may retain your personal data longer if required by law.

You may exercise your rights by contacting us through the designated channels. Please be aware that if you submit a withdrawal or objection to the use or disclosure of your personal data for certain activities or purposes outlined above, we may not be able to continue providing services or fulfilling contracts to you. We expressly reserve legal rights and remedies in cases where we cannot provide services or fulfill contracts due to such withdrawal or objections.
