

# Terms and Conditions: UTCC Plus

## **General Information**

By installing the Application “UTCC Plus” (hereinafter referred to as “Application”), owned by University of the Thai Chamber of Commerce, and using of Services of the Application (hereinafter referred to “Service”), you agree to be bound by these terms and conditions of the Application (hereinafter referred to “Terms and Conditions”). If you do not agree with the Terms and Conditions, please deactivate the Application and/or Services immediately.

If you have any questions or suggestions related to the Application, Services or use of Services, please contact IT Department, 4<sup>th</sup> Floor, Building 7.

Before using Application, you could review and accept “Terms and Conditions” as follows:

## **Definitions**

- “Application” shall mean the software named “UTCC Plus” provided by University of the Thai Chamber of Commerce (hereinafter referred to as “UTCC”) to offer services related to the university’s services or university related organizations’ services. The application will be installed and be used on “Apple iOS” (hereinafter referred to “OS”) devices and shall include any upgrades from time to time and any other software or documentation which enables the use of the Application.
- “System” shall mean all hardware and software related to “UTCC Plus” Application.
- “Services” shall mean all activities, usages, operations, and transactions provided in the Application “UTCC Plus” and shall include all activities, usages, operations, and transactions followed by the services in the Application.
- “Terms and Conditions” shall mean an agreement between users who installed the Application “UTCC Plus” and the Application Provider. Both parties agree all Terms and Conditions of “UTCC Plus” provided in this document before using the Application.
- “Users” shall mean anyone who use the Application and install the Application and shall include both owner and non-owner of the devices that install the Application.

## **General Terms**

UTCC reserves the right to make changes (including restrictions, changes or deletions) of this application, its services and content, or any part thereof, including or limiting your access to and / or use of the Services anytime.

## **Privacy and Personal Information Policy**

UTCC has policy to preserve the personal information disclosed from access and use the services of the Application. UTCC will not modify or disclose your personal information unless required to do in according to laws and regulations to protect the right and assets of UTCC, and enforcement of this terms of services, and to respond the allegation that content is infringement the right of people or specified elsewhere in this agreement regardless the terms and conditions herein.

Any personal information you supply to UTCC when using the Application will be used by UTCC for the Services and improvements of the Services in accordance with its Privacy Policy.

## **Privacy Policy**

UTCC is committed to protect your privacy and takes its responsibilities regarding the security of Users' information strictly and seriously as follows:

1. Users Information: UTCC requires certain information to identify of the Users and their devices. UTCC collects the information provided by Users, together with usage information of the Services for internal use and improvement of UTCC services.
2. UTCC might use your email or phone number, provided by Users, to communicate with Users. UTCC might contact Users with messages and notifications to communicate and public relation some important information or necessary information to an individual user.
3. Some functions in the Application might require Users to fill in their personal information due to UTCC internal process. UTCC reserves the right to limit some Services in the Application while Users do not provide some necessary personal information correctly.
4. Users data may be used for the following purposes: verification of log-in application, statistical analysis, usage behavior analysis, record log type, systems testing, maintenance and development.
5. The Application System may record the usage problems to improve the Services. UTCC might contact Users via various channels provided by Users, before and after the Application Installation.
6. Please be informed that it may be necessary for UTCC to communicate with Users for administrative or operational reasons relating, for example, to check on some suspicious behavior in the Application.
7. The Application and the System will track and monitor system usages, traffics, and patterns to improve the System infrastructure.

8. Users must setup their passwords for the access some information.
9. Security to protect Users information and data retention: When Users are asked to enter personally identifying information during usage on the System, Users details are transmitted across the internet securely using high-grade encryption. The System follows strict security procedures in the storage and disclosure of information, to prevent unauthorized access. This does not apply where the System are required by law to disclose the Users information to a third party.
10. Disclosure to third parties: Users information might be passed to and used by UTCC. UTCC might pass Users' information to government authorities or enforcement bodies by law. UTCC might pass Users' information to certain third parties who support some related activities and Services of the Application; Application and System developers, Application and System maintenance, and System management. From time to time, the System might pass the information and transactions to other related system; bank's application, online payment system, and payment gateway when Users accepted the Terms and Conditions. UTCC might send data, which includes information about Users' method of payment, to banks, companies, credit card systems, or debit card systems that issued the card or account of the Users' transaction, For Users convenience and smooth of information flow, the Application will provide links to preferred destination . UTCC would like to make Users aware that the destination sites and applications may have different security and privacy policies and that UTCC have no control over and take no responsibility for any information contained in them.

### **Proprietary Rights and License**

All trademarks, copyright, database rights and other intellectual property rights of any nature in the Application together with the underlying software code are owned either directly by UTCC.

UTCC hereby grants Users a worldwide, non-exclusive, royalty-free revocable license to use the Application for academic and personal use in accordance with the Terms and Conditions.

### **Intellectual Property**

The content including graphics, text, images, images, videos, and multimedia content appearing on the Applications are always protected. The content is copyright. Trademark Patent and the ownership of UTCC.

### **Conditions of Use**

1. Users agree that using service and information of application shall be accordance with the laws and related regulations.
2. Users agree that all information provided by Users is true and correct. Users agree that UTCC will not responsible for any faults and effects from an incorrect or false provided information.

3. Users agree to do all operation and transaction in the Application with their own user accounts. Also, Users will not provide their accounts to other users to use. Users agree that UTCC will not responsible for any faults and effects from all Users' insecure conditions.
4. Users agree not hacking or accessing in the application without permission or interrupt the information security policy. Users may be responsible for action and UTCC reserve the right to trace and examine the use of Services in the Application occasionally without notice in advanced or be responsible for such action.
5. Users will not, nor allow third parties on your behalf to
  - 1) make and distribute copies of the Application.
  - 2) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Application.
  - 3) create derivative works of the Application of any kind whatsoever.
6. UTCC reserves the right to amend or withdraw the Application, or charge for the application or service provided to Users in accordance to the UTCC's regulations.
7. Users acknowledge that the terms of agreement with Users respective mobile network provider and internet provider will continue to apply when using the Application. As a result, Users may be charged by the mobile network provider or internet provider for access to network connection services for the duration of the connection while accessing the Application or any such third-party charges as may arise. If Users are not the bill payer for the mobile network or internet of the device being used to access the Application, Users will be assumed to have received permission from the bill payer for using the Application. Users accept responsibility for any such charges that arise.

### **Availability**

The Application is available to mobile devices running with defined OS above. UTCC will always use reasonable efforts to make the Application available. However, Users acknowledge the Application is provided over the internet and mobile networks and so the quality and availability of the Application may be affected by external factors.

UTCC, its subsidiaries and sub-contractors will not accept any responsibility whatsoever for unavailability of the Application, or any difficulty or inability to download or access content or any other communication system failure which may result in the Application being unavailable.

### **Termination**

UTCC may terminate use of the Application at any time by giving notice of termination to you. Upon any termination,

- 1) the rights and licenses granted to Users herein shall terminate;
- 2) the Application will become not functioning.

### **Limitation of Liability**

All of contents and the service in the application for the reference only. It's not business, commercial, proposal, suggestion and/or investment. Users should require the information from the professional advisor before making the decision. Although UTCC try to make sure the content in the application are correct, complete and up to date. UTCC does not guarantee certification. Not implied, In law. In addition, UTCC does not warranty that applications, services, and content in this application will meet Users' needs, not convenience to use, security. It's Users' responsible and agreement for use the services and content in application. UTCC will not be liable to Users or other person for any damages. Including direct, indirect, special or consequential damages. Loss of profit or loss of opportunity contained in this app and / or content and / or access to and use of the Application for any reason.

### **Liability for Damages**

Users agree to charge and reimburse full amount of damages to UTCC. UTCC is not affected from damages, losing, and cost (including cost and legal payment) which UTCC may or may not be responsible whether directly or indirectly from infringement terms and conditions herein.

### **Creative Commons**

The Application uses graphic or pictures from other parties where Application is allowed to use the graphic under their conditions or under Creative Commons (CC) license as follows: freepik from [www.flaticon.com](http://www.flaticon.com).

### **Applicable Law and Jurisdiction**

Users agree that the terms of service. Actions and results under these terms of use. The contents and services will be construed in laws of Thailand. In addition, Users agree to comply with and bound by the jurisdiction of the Court of Thailand. The performance of UTCC under the terms of service is according to act, law, and existing regulation related to the same issue and no part of the terms of service that revoke the right of UTCC to response the government request or legal requirements related to access this Application and Service or related content or part of content provided. The term of use, announcement, message or any communication provided in electronic form is acceptable in the court process or management based on or related to the term of service herein.

### **Terms and Conditions Acceptance**

Users acknowledge that the first time using this Application is assume that Users have read, understood and accepted to follow the Terms and Conditions of UTCC's Service.