

Privacy Policy

Introduction

This policy explains how we, KINKHAO (Thailand) Co., Ltd. (hereinafter referred to as “Kinkao”), use the personal information which you provide to us when using our service, including but not limited to our website and mobile applications (jointly referred as “Website”). Please read this Privacy Policy and understand it before using our services. By visiting and/or ordering services on this Website, you agree and, where required, consent to the collection, use and transfer of your information as set out in this policy.

What information do we collect about you?

We collect personal information from you when you order goods or services from us or use our Website. We also collect information when you complete any customer survey. Website usage information may also be collected using cookies (as defined below). Kinkao will collect information that personally identifies you and/or your location, where required (this may include your name, email address, home address, telephone number, geolocation, etc.), but only when you voluntarily give it to us. We collect this information exclusively to carry out the functions offered on the Website and to provide you with offers and information about Kinkao and other services we think you may be interested in. We might collect this personal information through: online food ordering; entry into competitions; subscribing to our newsletter; creating a user account; sending 'contact us' messages or other correspondence through the Website; or through advertising, research and direct marketing. We do not collect sensitive information about you.

Cookies

Some of the information collected will not personally identify you but will instead track your use of the Website so that we can better understand how the Website is used by customers and in turn enhance and improve your experience in ordering food. We may obtain this information by use of cookies. Cookies are a small data file transferred to your device that recognises and identifies your device and allows your device to 'remember' information from the Website for future use. Cookies do not contain any information that personally identifies you and we do not use cookies in order to obtain such information - your personal information can only be obtained by Kinkao if you actively provide it to us. We may collect technical information from your mobile device or your use of our services through a mobile device, for example, location data and certain characteristics of, and performance data about your device, carrier/operating system including device and connection type, IP address, mobile payment methods, interaction with other retail technology such as use of NFC Tags, QR Codes or use of mobile vouchers. Your device and/or the web browser should allow you to refuse cookies if you wish by changing the settings. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org.

Storage and security of your personal information

Kinkao will use all reasonable endeavours to maintain the security of your personal information and to protect your personal information from misuse, interference and loss and against unauthorised access, modification or disclosure. Kinkao will destroy any personal information it

holds about you which it no longer requires under the terms of this Privacy Policy. Where you have chosen a password to access certain services of the Website, you are responsible for keeping your password confidential. We recommend not sharing your password with anyone. Due to the nature of the internet, Kinkao does not provide any guarantee or warranty regarding the security of your personal information during transmission to us or storage by us and you acknowledge that you disclose your personal information to us at your own risk. Please contact us immediately if you become aware or have reason to believe there has been any unauthorised use of your personal information in connection with the Website.

How will we use the information we collect from you?

You consent to Kinkao collecting and using your personal information for processing and delivering the order/s placed on the Website and any other service provided through the Website. In particular you expressly consent that Kinkao may disclose your personal information, including your name, email address, physical address and telephone number to riders delivering your order, either employed by Kinkao or by third parties providing delivery services to Kinkao. You consent to Kinkao using your personal information for advertising and direct marketing purposes in order to inform you about the Website and the goods and services it provides, or other matters that it believes will be of interest to you. Kinkao may disclose your personal information, and you consent to the disclosure of your personal information, to:

- other entities within the Kinkao group of companies;
- third parties engaged by Kinkao or other members of the Kinkao group to perform functions or provide products and services on our behalf such as processing payments, mail outs, debt collection, research, statistical information, marketing and direct or indirect advertising.

If you would like to unsubscribe from receiving direct marketing communications from Kinkao or do not want us to share your personal information with other parties, please e-mail us at info@kinkao.co or follow the steps to unsubscribe which are presented in every communication you receive from us, requesting your personal information be removed from our mailing list. We will use reasonable endeavours to comply with your request within a reasonable period of receipt of your request. Please note that the withdrawal of any authorisations for processing of your personal information by third parties may result in us not being able to provide you with any services. Kinkao reserves the right to disclose your personal information if it is required or authorised to do so by law, or, if it is reasonably necessary in its opinion to protect the rights or property of Kinkao or any third party, or to avoid injury to any person. If the Kinkao business is sold or merges with another entity then some or all of your personal information may be passed to a third party.

Access to your information

Kinkao will use all reasonable endeavours to keep personal information it holds accurate, complete, up-to-date, relevant and not misleading. Please contact us if you would like to access the personal information Kinkao holds about you. We will use reasonable endeavours to provide a complete list of your personal information within a reasonable period of receipt of your request. Please email us if you would like to receive a copy of this information – info@kinkao.co Kinkao reserves the right to charge a nominal fee for the processing of this request in accordance with local legislation. You may contact us to correct any of your personal information that is inaccurate, incomplete or out-of-date, or to request that your personal information be deleted. We will use reasonable endeavours to correct or delete your personal information as requested within a reasonable period of receipt of your request. Deletion of your account with Kinkao will not automatically delete the personal information held about you. If you would like Kinkao to delete all personal information together with the deletion of your account, please follow the steps

mentioned-above. Please note that the deletion of your personal information from our database will result in us not being able to provide you with any services. If applicable, any legal requirement on us to maintain certain records of your personal information shall prevail over any of your requests. We may require you to prove your identity before providing you with copies of your personal information.

Changes to our Privacy Policy

Kinkao reserves the right to alter all or any part of this Privacy Policy. Any changes thereto will be notified via the Website and, where appropriate, through e-mail notification.

Other Websites

Our Website may have links to other websites. This privacy policy only applies to the Website. You should therefore read the privacy policies of the other websites when you are using those sites.

Contact

All comments, queries and requests relating to our use of your information are welcomed and should be addressed to: info@kinkao.co

General terms and conditions

- Section 1: Introduction We are Kinkao, a brand of <http://www.kinkao.co>, unless otherwise stated.
- Section 2: Definitions
 - **2.1.** "Agreement" is a reference to these Terms and Conditions, the Privacy Policy, any order form and payment instructions provided to you;
 - **2.2.** "Privacy Policy" means the policy displayed on our Website which details how we collect and store your personal data;
 - **2.3.** "you", "your" and "yours" are references to you the person accessing this Website and ordering any Goods or Services from the Website or from any other channel provided by Kinkao;
 - **2.4.** "we", "us", "our", and "Kinkao" are references to the Company;
 - **2.5.** "Goods" is a reference to any goods which we may offer for sale from our Website from time to time;
 - **2.6.** "Service" or "Services" is a reference to any service which we may supply and which you may request via our Website;
 - **2.7.** "Participating Vendor" is a third party, which has agreed to co-operate with the Company to prepare and/or deliver the Goods or Services.

- **2.8.** "Food Delivery" is a reference to perishable goods and to any form of delivery service, which both are provided by our Participating Vendors and for both of which our Participating Vendors take full responsibility; and
- **2.9.** "Website" is a reference to our Website <http://www.kinkao.co> or our mobile applications on which we offer our Goods or Services.

- **Section 3: Ordering**

- **3.1.** By placing an order through our Website, you enter into an agreement with Kinkao with respect to the processing of that order and forwarding it to the Participating Vendor. If you are paying online, Kinkao is also responsible for any returns or refunds. However, the Vendor remains responsible for the preparation, quality and delivery of your order. You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering. You also warrant that the credit or debit card details that you provide are for your own credit or debit card and that you have sufficient funds to make the payment.
- **3.2.** Food Delivery, Goods and Services purchased from this Website are intended for your use only and you warrant that any Goods purchased by you are not for resale and that you are acting as principal only and not as agent for another party when receiving the Services.
- **3.3.** Please note that some of our Goods may be suitable for certain age ranges only. You should check that the product you are ordering is suitable for the intended recipient.
- **3.4.** When ordering from this Website you may be required to provide an e-mail address and password. You must ensure that you keep the combination of these details secure and do not provide this information to a third party.
- **3.5.** We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Website.
- **3.6.** Any order that you place with us is subject to product availability, delivery capacity and acceptance by us and the Participating Vendor.
- **3.7.** In the case that Goods offered by Kinkao were ordered, Kinkao will confirm availability together with or separately from Food Delivery.

- **Section 4: Prices and Payment**

- **4.1.** Any contract for the supply of Food Delivery from this Website is between you and the Participating Vendor; for the supply of Goods or Services from this Website any contact is between you and Kinkao. You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering. You also warrant that the credit or debit card details that you provide are for your own credit or debit card and that you have sufficient funds to make the payment.
- **4.2.** All prices listed on the Website are correct at the time of publication; however, we reserve the right to alter these in the future. Prices are exclusive of the relevant sales tax and delivery charges. We also reserve the right to alter the Goods or Services available for sale on the Website
- **4.3.** All prices for delivery by Kinkao or a third party provider assigned by Kinkao listed on the Website are correct at the time of publication, however, we reserve the right to alter these in the future

- **4.6.** The total price for Food Delivery, Goods or Services ordered, including delivery charges and other charges, will be displayed on the Website when you place your order. Full payment must be made for all Goods despatched and Services provided. Payment has to be made by online payment, e.g. credit or debit card, or bank transfert
- **4.7.** If you choose online payment, you must pay for your order before it is delivered. To ensure that shopping online is secure, your debit/credit card details will be encrypted to prevent the possibility of someone being able to read them as they are sent over the internet. Your credit card company may also conduct security checks to confirm it is you placing the order.
- **4.8.** Payments are processed by Omise
- Section 5: Delivery
 - **5.1.** Delivery periods quoted at the time of ordering are approximate only and may vary. Goods will be delivered to the address designated by you at the time of ordering.
 - **5.2.** Delivery is done by Kinkao or a third party delivery partner assigned by Kinkao, we will give great care to deliver in a timely manner. No responsibility is taken for late delivery by Kinkao in either case.
 - **5.3.** All orders are delivered by a reputable courier. We and the Participating Vendor will make every effort to deliver within the time stated, however, we will not be liable for any loss caused to you by ordering late. If the Goods are not delivered within the estimated delivery time quoted by us, you may also contact us by telephone or email and we will try to ensure that you receive your order as quickly as possible.
 - **5.5.** In case of a late delivery, the delivery charge will neither be voided nor refunded by Kinkao.
 - **5.6.** All risk in the Goods and the Food Delivery shall pass to you upon delivery.
 - **5.7.** If you fail to accept delivery of Food Delivery and/or Goods at the time they are ready for delivery, or we are unable to deliver at the nominated time due to your failure to provide appropriate instructions, or authorizations, then such goods shall be deemed to have been delivered to you and all risk and responsibility in relation to such goods shall pass to you. Any storage, insurance, and other costs which we incur as a result of the inability to deliver shall be your responsibility and you shall indemnify us in full for such cost.
 - **5.8.** You must ensure that at the time of delivery of Food Delivery and/or Goods adequate arrangements, including access where necessary, are in place for the safe delivery of such goods. We cannot be held liable for any damage, cost or expense incurred to such goods or premises where this arises as a result of a failure to provide adequate access or arrangements for delivery.
- Section 6: Cancellation
 - **6.1.** You should only contact Kinkao with respect to a refund of your payment. You can always contact Kinkao with any complaint or concern you may have with respect to an order for which you paid online.
 - **6.2.** We may cancel a contract if the product is not available for any reason. We will notify you if this is the case and return any payment that you have made;
 - **6.3.** If the cancellation was made before the limit time, we will refund into your virtual wallet.
 - **6.4.** In the unlikely event that the Participating Vendor delivers a wrong item, you have the right to reject the delivery of the wrong item and you shall be fully refunded for the missing item. If the Participating Vendor can only do a partial delivery (a few items might be not available), its staff

should inform you or propose a replacement for missing items. You have the right to refuse a partial order before delivery and get a refund. We are not responsible for wrong or partial delivery. The issue has to be settled directly with the Participating Vendor.

- Section 7: Information
 - **7.1.** Where we have requested information from you to provide Food Delivery, Goods or Services you agree to provide us with accurate and complete information.
 - **7.2.** You authorize us to use, store or otherwise process your personal information in order to provide the Food Delivery, Goods or Services to you and for marketing and credit control purposes (the "Purpose"). The Purpose may include the disclosure of your personal information to selected third parties from time to time where we believe that the services offered by such third parties may be of interest to you or where this is required by law or in order to provide the Food Delivery, Goods or Service to you. More information can be found in our Privacy Policy.
 - **7.3.** You are entitled to request a copy of the personal information we hold on you. Please contact us if you wish to request this information.
- Section 8: Linked Sites There may be a number of links on our Website to third party Websites which we believe may be of interest to you. We do not represent the quality of the Goods or Services provided by such third parties nor do we have any control over the content or availability of such sites. We cannot accept any responsibility for the content of third party Websites or the Services or Goods that they may provide to you.
- Section 9: Complaints We take complaints very seriously and aim to respond to your complaints within 5 business days. All complaints should be addressed to info@Kinkao.com.
- Section 10: Limitation of Liability
 - **10.1.** Great care has been taken to ensure that the information available on this Website is correct and error free. We apologize for any errors or omissions that may have occurred. We cannot warrant that use of the Website will be error free or fit for purpose, timely, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.
 - **10.2.** By accepting these terms of use you agree to relieve us from any liability whatsoever arising from your use of information from any third party, or your use of any third party website, or your consumption of any food or beverages from a Participating Vendor.
 - **10.3.** We disclaim any and all liability to you for the supply of the Food Delivery, Goods and Services to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or damage to you such liability is limited to the amount you have paid for the relevant Goods or Services. We cannot accept any liability for any loss, damage or expense, including any direct or indirect loss such as loss of profits to you, howsoever arising. This limitation of liability does not apply to personal injury or death arising as a direct result of our negligence.
 - **10.4.** We do not accept any liability for any delays, failures, errors or omissions or loss of transmitted information, viruses or other contamination or destructive properties transmitted to you or your computer system via our Website.
 - **10.5.** We shall not be held liable for any failure or delay in performing Services or delivering Goods where such failure arises as a result of any act or omission, which is outside our reasonable control such as all overwhelming and unpreventable events caused directly and exclusively by forces of nature that can be neither anticipated, nor controlled, nor prevented by

the exercise of prudence, diligence, and care, including but not limited to: war, riot, civil commotion; compliance with any law or governmental order, rule, regulation or direction and acts of third parties.

- **10.6.** If we have contracted to provide identical or similar order to more than one Customer and are prevented from fully meeting our obligations to you by reason of an Event of Force Majeure, we may decide at our absolute discretion which orders we will fill and to what extent.
- **10.7.** The products sold by us are provided for private domestic and consumer use only. Accordingly, we do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the Website or for any products or services purchased from us.
- **10.8.** We have taken all reasonable steps to prevent Internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we cannot be held liable in the extremely unlikely event of a breach in our secure computer servers or those of third parties.
- **10.9.** In the event Kinkao has a reasonable belief that there exists an abuse of vouchers and/or discount codes or in suspected instances of fraud, Kinkao may cause the shopper (or customer) to be blocked immediately and reserves the right to refuse future service. Additionally, should there exist an abuse of vouchers or discount codes, Kinkao reserves the right to seek compensation from any and all violators.
- **10.10.** Offers are subject to Kinkao's discretion and may be withdrawn at any time and without notice.
- Section 11: General
 - **11.1.** All prices are in Thailand Baht. GST is included where indicated
 - **11.2.** We may subcontract any part or parts of the Services or Goods that we provide to you from time to time and we may assign or novate any part or parts of our rights under these Terms and Conditions without your consent or any requirement to notify you.
 - **11.3.** We may alter or vary the Terms and Conditions at any time without notice to you.
 - **11.4.** Payment must be made either at the time of ordering the Food Delivery, Goods or Services from us by credit card or at the time of delivery by cash. Failure to pay on time will result in the cancellation of your order.
 - **11.5.** Do not use or launch any automated system or program in connection with our website or its online ordering functionality;
 - **11.6.** Do not collect or harvest any personally identifiable information from the website, use communication systems provided by the website for any commercial solicitation purposes, solicit for any reason whatsoever any users of the website with respect to their submissions to the website, or publish or distribute any vouchers or codes in connection with the website, or scrape or hack the website.
 - **11.7.** The Terms and Conditions together with the Privacy Policy, any order form and payment instructions constitute the entire agreement between you and us. No other terms whether expressed or implied shall form part of this Agreement. In the event of any conflict between these Terms and Conditions and any other term or provision on the Website, these Terms and Conditions shall prevail.

- **11.8.** If any term or condition of our Agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the Agreement shall continue in force without such term or condition.
- **11.9.** These Terms and Conditions and our Agreement shall be governed by and construed in accordance with the laws of Thailand. The parties hereto submit to the exclusive jurisdiction of the courts of Thailand.
- **11.10.** No delay or failure on our part to enforce our rights or remedies under the Agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.
- **11.11.** These Terms and Conditions and a contract (and all non-contractual obligations arising out of or connected to them) shall be governed and construed in accordance with Thailand Laws. Both we and you hereby submit to the non-exclusive jurisdiction of the Thailand Courts. All dealings, correspondence and contacts between us shall be made or conducted in the English language