

[LBS Terms & Conditions](#)

This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your information when You use the Service and tells You about Your privacy rights and how the law protects You.

We use Your Personal data to provide and improve the Service. By using the Service, You agree to the collection and use of information in accordance with this Privacy Policy. This Privacy Policy has been created with the help of the [Free Privacy Policy Generator](#).

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Privacy Policy:

Account means a unique account created for You to access our Service or parts of our Service.

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Application means the software program provided by the Company downloaded by You on any electronic device, named IW Services

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to NPD Wash, 125/1 Sukhumvit Soi 42 Bangkok 10110.

Country refers to: Thailand

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Personal Data is any information that relates to an identified or identifiable individual.

Service refers to the Application.

Service Provider means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.

Usage Data refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Collecting and Using Your Personal Data

Types of Data Collected

Personal Data

While using Our Service, We may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:

Email address

First name and last name

Phone number

Address, State, Province, ZIP/Postal code, City

Usage Data

Usage Data

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.

Information Collected while Using the Application

While using Our Application, in order to provide features of Our Application, We may collect, with Your prior permission:

Information regarding your location

We use this information to provide features of Our Service, to improve and customize Our Service. The information may be uploaded to the Company's servers and/or a Service Provider's server or it may be simply stored on Your device.

You can enable or disable access to this information at any time, through Your Device settings.

Use of Your Personal Data

The Company may use Personal Data for the following purposes:

To provide and maintain our Service, including to monitor the usage of our Service.

To manage Your Account: to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.

For the performance of a contract: the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.

To contact You: To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates

or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.

To provide You with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless You have opted not to receive such information.

To manage Your requests: To attend and manage Your requests to Us.

For business transfers: We may use Your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Us about our Service users is among the assets transferred.

For other purposes: We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Service, products, services, marketing and your experience.

We may share Your personal information in the following situations:

With Service Providers: We may share Your personal information with Service Providers to monitor and analyze the use of our Service, to contact You.

For business transfers: We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.

With Affiliates: We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.

With business partners: We may share Your information with Our business partners to offer You certain products, services or promotions.

With other users: when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside.

With Your consent: We may disclose Your personal information for any other purpose with Your consent.

Delete the personal data collection

How to delete data You can request deletion of your information via email info@NPDWashthailand.com stating the information to be deleted. IW Services will verify and verify your identity and delete your information takes approximately 7 business days.

Retention of Your Personal Data

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

Transfer of Your Personal Data

Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.

Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

Disclosure of Your Personal Data

Business Transactions

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

Law enforcement

Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Other legal requirements

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

Comply with a legal obligation

Protect and defend the rights or property of the Company

Prevent or investigate possible wrongdoing in connection with the Service

Protect the personal safety of Users of the Service or the public

Protect against legal liability

Security of Your Personal Data

The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

Children's Privacy

Our Service does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that We have collected Personal Data from anyone under the age of 13 without verification of parental consent, We take steps to remove that information from Our servers.

If We need to rely on consent as a legal basis for processing Your information and Your country requires consent from a parent, We may require Your parent's consent before We collect and use that information.

Links to Other Websites

Our Service may contain links to other websites that are not operated by Us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Changes to this Privacy Policy

We may update Our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.

We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Privacy Policy, you can contact us:

Info@npdwash.co.th

Privacy Policy

1. AGREEMENT

This Terms and Conditions of Service apply to the premium waterless car wash service provided by Nippon Parking Development (Thailand) Co., Ltd. (“NPD Wash”) to customer. Each party agrees that it has read this Terms and Conditions of Service which shall be interpreted in conjunction with the main car wash service agreement (the “Agreement”).

2. TERM

This Terms and Conditions of Service commence on the date of the Agreement (the “Effective Date”) and will remain in force until the completion of our service unless it is extended in accordance with Clause 13 hereunder or as mutually agreed by the parties in writing. The service time varies depending on the package selected by the customer and the degree of contamination of the vehicle.

3. CHARGES AND PAYMENT

3.1 The service fee shall be set out in the Agreement and shall be the remuneration of NPD Wash in consideration of the supply of service. The service fee shall include every costs and expenses of NPD Wash incurred directly or indirectly in connection with the performance of the service.

3.2 The service fee shall be invoiced in accordance with the payment terms and conditions specified under the Agreement.

3.3 The invoiced amount are payable in advance and must be paid before the commencement of our services.

3.4 Customer will pay for the service fees and all applicable taxes and other duties unless otherwise set forth in the payment terms and conditions under the Agreement.

3.5 If NPD Wash cancels a service due to default attributable to NPD Wash, or if customer cancels a service within 5 minutes after confirmation customer will be entitled to a refund whether in whole or in part, subject to NPD Wash’s refund policy whereby the final decision of which shall be vested solely upon NPD Wash’s decision.

3.6 NPD Wash reserves a right to revise the general service fee applicable during any given period at any time without any prior notice.

4. EQUIPMENT AND PREMISE

The customer shall provide a suitable premise for NPD Wash to perform a service within the geographical parameter of NPD Wash Service Areas provided within NPD Wash's application. In any event that the customer desires to change the premise, the customer shall notify NPD Wash promptly in order to enable NPD Wash's technician to perform a service in a timely manner and without any unnecessary delay. Additional charges may apply if the actual service location is further away from the original booking location or if parking/entrance fees or any other charge of the same nature are chargeable to NPD Wash's technician. In this regard, the said fee shall be chargeable to the customer without having to obtain the customer's prior consent.

Provided that a safety environment is provided, all equipment, tools and vehicles brought by NPD Wash for operation of service shall be at NPD Wash risk. NPD Wash reserves its right to decline any booking order if the service area is deemed unsafe.

5. CUSTOMERS' RESPONSIBILITIES

For the duration of service, customer shall;

5.1 ensure that the need-to-know information relating to the vehicle conditions including but not limited to pre-existing conditions is declared to NPD Wash through the service application or our technicians on-site;

5.2 specifically declare any significant information relating to the conditions of vehicles which may jeopardise our technicians' safety;

5.3 promptly notify NPD Wash if there is a change on location of the customer's vehicle in order to enable for NPD Wash's technician to move to the new location;

5.4 hand over the keys to our technicians prior to the beginning of our service only when interior service is needed;

5.5 notify NPD Wash of any health and safety hazards which may exist or arise at the customer's location which may affect NPD Wash's service performance; and

5.6 remove all valuable belongings from the vehicle as NPD Wash will not be liable for loss and damages incurred to customer's belongings left in the vehicle. It is also within NPD Wash's policy that its technicians shall not be involved during the removal or relocation of customers' belongings.

6. NPD WASH'S OBLIGATIONS

6.1 NPD Wash shall provide the car wash service with all reasonable care, skills and diligence in accordance with good industry practice in the same industry and profession.

6.2 NPD Wash shall appoint the technicians who are suitably skilled and experienced to perform service assigned to them and in sufficient number to ensure that NPD Wash obligations are fulfilled in accordance with the Agreement.

6.3 NPD Wash shall ensure that the services provided to customer conforming to all descriptions and specification requested by each customer.

6.4 NPD Wash will be responsible only for damages which are attributable to NPD Wash's technicians arising from their gross negligence or wilful misconduct.

6.5 NPD Wash shall notify customer of any health and safety hazards which may arise in connection with the service performance.

6.6 NPD Wash shall notify customer immediately in the circumstance where any incident occurs during the course of service and such incident causes damage to the customer's property or could give rise to personal injury.

6.7 NPD Wash's technician who completes the service shall send the photos taken before and after service to the customer.

6.8 EXCEPT AS EXPRESSLY STATED IN THE CAR WASH SERVICE AGREEMENT, NPD WASH IS PROVIDING THE SERVICES "AS IS" AND DOES NOT MAKE ANY WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES INCLUDING ANY WARRANTY OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.9 NPD Wash shall not be responsible for any damages caused by third party during the course of service being performed, for example, road accident etc.

6.10 NPD Wash shall not be liable for any stolen cars or belongings.

7. INSURANCE POLICY

It is explicitly understood that NPD Wash has acquired adequate insurance coverage in relation to the public liability insurance. The insurer shall pay on behalf of NPD Wash all sums which NPD Wash shall become legally obligated to pay as damages because of bodily injury and property damage arising out of the negligence of the NPD Wash's operation in connection with the scope of work described in the Agreement.

8. TECHNICIAN AND KEY PERSONNEL

All technicians who are on-site are trained by NPD Wash on a regular basis to ensure the best quality of service.

If the customer reasonably believes that any of the technicians are not suitable to perform a service in respect of the Agreement, it may immediately notify NPD Wash and request for a replacement of suitable technician who are qualified.

If requested, NPD Wash shall provide the customer with a list of the names and contact details including other relevant information of all technicians who may require admission to the customer's premises.

9. LIABILITY

NPD Wash shall not be responsible for any injury, loss, damage, expense suffered by the customer if it is caused by the negligence or willful misconduct of the customer or by breach of its obligations under the Agreement and this Terms and Conditions of Service.

UNDER NO CIRCUMSTANCES WILL NPD WASH BE LIABLE FOR ANY: (a) INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE SUBJECT MATTER OF THE AGREEMENT; (b) LOSS OF BUSINESS; OR (c) LOST PROFITS, REGARDLESS OF WHETHER OR NOT SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED.

Neither party shall have any liability under or be deemed to be in breach of the Agreement for any loss, delay or failure in performance of the said Agreement as a result of the circumstances beyond the reasonable control of the party affected. Each party shall promptly notify the other party when such circumstances cause a delay or failure in performance and when they cease to do so.

Nothing in this Terms and Conditions of Service shall be construed to limit or exclude either party's liability for any matter which by law may not be excluded or limited.

10. INTELLECTUAL PROPERTY

10.1 The services, including products, technology, innovation, are the valuable intellectual property of NPD Wash. Except as set forth hereunder, customer may not use NPD Wash's name, any valuable intellectual property or trademarks without NPD Wash's prior written consent.

10.2 It is within NPD Wash absolute discretion to disable or terminate the account users who infringe their copyrights or other intellectual property rights of others.

10.3 All intellectual property rights in any materials created or developed by NPD Wash or arising as a result of the service shall exclusively vest in NPD Wash. If and to the extent that any intellectual property rights in such materials vest in the customer by operation of law, the customer hereby agree to assign to NPD Wash by way of a present assignment of such right.

11. CONFIDENTIALITY

NPD Wash shall not exploit the customer confidential information in any way except for the purposes anticipated under the Agreement.

Each Party shall treat all information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written consent of the disclosing Party.

Each Party may disclose such confidential information which it receives from the other Party;

- where it is required by laws or by a competent court or competent authorities;
- to its auditors or for the purposes of regulatory requirement;
- where NPD Wash is the receiving party to a technician on a need to know basis to enable performance of service provided that NPD Wash shall procure that any technician to whom it discloses such confidential information to shall observe NPD Wash's confidential obligation under this Terms and Condition of Service

For avoidance of doubt, the obligation of confidentiality does not apply to information which: (a) is, at the time of the disclosure, or subsequently through no act or omission of the Receiving Party, becomes generally available to the public; (b) becomes rightfully known to the receiving party through a third party with no obligation of confidentiality; (c) the receiving party is able to prove was lawfully in the possession of the Receiving Party's Group prior to such disclosure; or (d) is independently developed by the Receiving Party.

12. DATA PRIVACY

This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your information when You use the Service and tells You about Your privacy rights and how the law protects You.

We use Your Personal data to provide and improve the Service. By using the Service, You agree to the collection and use of information in accordance with this Privacy Policy. This Privacy Policy has been created with the help of the Free Privacy Policy Generator.

Interpretation and Definitions

Interpretation

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Definitions

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Country refers to: Thailand

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Personal Data is any information that relates to an identified or identifiable individual.

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Collecting and Using Your Personal Data

Types of Data Collected

Personal Data

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Email address

First name and last name

Phone number

Address, State, Province, ZIP/Postal code, City

Usage Data

Usage Data

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.

Information Collected while Using the Application

While using Our Application, in order to provide features of Our Application, We may collect, with Your prior permission:

Information regarding your location

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Disclosure of Your Personal Data

Business Transactions

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You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

13. SURVIVAL WAIVER AND SEVERABILITY

The provision of this Terms and Conditions of Service that by nature are intended to survive its expiration, including without limitation to Clause 10, 11, 13, 14 and 15 herein will continue in full force and effect after the expiry of the Agreement.

In the event that any provision under this Terms and Conditions of Service is invalid, it will be enforced to the extent permitted by law, and it will not affect the remainder.

Any failure to enforce any provision under this Terms and Conditions of Service shall not constitute a waiver of that provision or of either party's right to enforce later every provision.

14. DISPUTE RESOLUTION

In the event where the dispute arising out or in connection with the service, customer and NPD Wash shall attempt in good faith to negotiate and settle such dispute in an amicable manner. If the settlement cannot be amicably reached within 1 month after such dispute is being escalated, it shall be referred to the Arbitrators at Thai Arbitration Center. The Arbitral Tribunal must be composed of three arbitrations. Customer and NPD Wash shall elect one arbitrator each. Two selected arbitrators shall appoint one arbitrator to constitute a tribunal. Customer and NPD Wash irrevocably agree that the arbitral award shall be final and binding to the customer and NPD Wash.

15. INDEMNITY

Customer agrees to indemnify NPD Wash against any damage incurred as a result of (a) customers' breach of the Agreement, this Terms and Conditions of Services; or (b) any claim provided that such claim does not arise as a result of (i) our technicians' fault, gross negligence or willful misconduct; or (ii) our service performed by our technicians with the reasonable care and skills.

16. GOVERNING LAW AND JURISDICTION

The validity and performance of this Terms and Conditions of Service and all contractual or non-contractual matters arising out of it, shall be governed by Thai laws and shall be subject to the exclusive jurisdiction of Thai Courts.

17. Miscellaneous

NPD Wash reserves the right to update and amend this Terms and Conditions of Service from time to time without prior notice.

Terms Of Service

1. AGREEMENT

This Terms and Conditions of Service apply to the premium waterless car wash service provided by Nippon Parking Development (Thailand) Co., Ltd. (“NPD Wash”) to customer. Each party agrees that it has read this Terms and Conditions of Service which shall be interpreted in conjunction with the main car wash service agreement (the “Agreement”).

2. TERM

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3. CHARGES AND PAYMENT

3.1 The service fee shall be set out in the Agreement and shall be the remuneration of NPD Wash in consideration of the supply of service. The service fee shall include every costs and expenses of NPD Wash incurred directly or indirectly in connection with the performance of the service.

3.2 The service fee shall be invoiced in accordance with the payment terms and conditions specified under the Agreement.

3.3 The invoiced amount are payable in advance and must be paid before the commencement of our services.

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3.5 If NPD Wash cancels a service due to default attributable to NPD Wash, or if customer cancels a service within 5 minutes after confirmation customer will be entitled to a refund whether in whole or in part, subject to NPD Wash’s refund policy whereby the final decision of which shall be vested solely upon NPD Wash’s decision.

3.6 NPD Wash reserves a right to revise the general service fee applicable during any given period at any time without any prior notice.

4. EQUIPMENT AND PREMISE

The customer shall provide a suitable premise for NPD Wash to perform a service within the geographical parameter of NPD Wash Service Areas provided within NPD Wash's application. In any event that the customer desires to change the premise, the customer shall notify NPD Wash promptly in order to enable NPD Wash's technician to perform a service in a timely manner and without any unnecessary delay. Additional charges may apply if the actual service location is further away from the original booking location or if parking/entrance fees or any other charge of the same nature are chargeable to NPD Wash's technician. In this regard, the said fee shall be chargeable to the customer without having to obtain the customer's prior consent.

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5. CUSTOMERS' RESPONSIBILITIES

For the duration of service, customer shall;

5.1 ensure that the need-to-know information relating to the vehicle conditions including but not limited to pre-existing conditions is declared to NPD Wash through the service application or our technicians on-site;

5.2 specifically declare any significant information relating to the conditions of vehicles which may jeopardise our technicians' safety;

5.3 promptly notify NPD Wash if there is a change on location of the customer's vehicle in order to enable for NPD Wash's technician to move to the new location;

5.4 hand over the keys to our technicians prior to the beginning of our service only when interior service is needed;

5.5 notify NPD Wash of any health and safety hazards which may exist or arise at the customer's location which may affect NPD Wash's service performance; and

5.6 remove all valuable belongings from the vehicle as NPD Wash will not be liable for loss and damages incurred to customer's belongings left in the vehicle. It is also within NPD Wash's policy that its technicians shall not be involved during the removal or relocation of customers' belongings.

6. NPD WASH'S OBLIGATIONS

6.1 NPD Wash shall provide the car wash service with all reasonable care, skills and diligence in accordance with good industry practice in the same industry and profession.

6.2 NPD Wash shall appoint the technicians who are suitably skilled and experienced to perform service assigned to them and in sufficient number to ensure that NPD Wash obligations are fulfilled in accordance with the Agreement.

6.3 NPD Wash shall ensure that the services provided to customer conforming to all descriptions and specification requested by each customer.

6.4 NPD Wash will be responsible only for damages which are attributable to NPD Wash's technicians arising from their gross negligence or wilful misconduct.

6.5 NPD Wash shall notify customer of any health and safety hazards which may arise in connection with the service performance.

6.6 NPD Wash shall notify customer immediately in the circumstance where any incident occurs during the course of service and such incident causes damage to the customer's property or could give rise to personal injury.

6.7 NPD Wash's technician who completes the service shall send the photos taken before and after service to the customer.

6.8 EXCEPT AS EXPRESSLY STATED IN THE CAR WASH SERVICE AGREEMENT, NPD WASH IS PROVIDING THE SERVICES "AS IS" AND DOES NOT MAKE ANY WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES INCLUDING ANY WARRANTY OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.9 NPD Wash shall not be responsible for any damages caused by third party during the course of service being performed, for example, road accident etc.

6.10 NPD Wash shall not be liable for any stolen cars or belongings.

7. INSURANCE POLICY

It is explicitly understood that NPD Wash has acquired adequate insurance coverage in relation to the public liability insurance. The insurer shall pay on behalf of NPD Wash all sums which NPD Wash shall become legally obligated to pay as damages because of bodily injury and property damage arising out of the negligence of the NPD Wash's operation in connection with the scope of work described in the Agreement.

8. TECHNICIAN AND KEY PERSONNEL

All technicians who are on-site are trained by NPD Wash on a regular basis to ensure the best quality of service.

If the customer reasonably believes that any of the technicians are not suitable to perform a service in respect of the Agreement, it may immediately notify NPD Wash and request for a replacement of suitable technician who are qualified.

If requested, NPD Wash shall provide the customer with a list of the names and contact details including other relevant information of all technicians who may require admission to the customer's premises.

9. LIABILITY

NPD Wash shall not be responsible for any injury, loss, damage, expense suffered by the customer if it is caused by the negligence or willful misconduct of the customer or by breach of its obligations under the Agreement and this Terms and Conditions of Service.

UNDER NO CIRCUMSTANCES WILL NPD WASH BE LIABLE FOR ANY: (a) INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE SUBJECT MATTER OF THE AGREEMENT; (b) LOSS OF BUSINESS; OR (c) LOST PROFITS,

REGARDLESS OF WHETHER OR NOT SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED.

Neither party shall have any liability under or be deemed to be in breach of the Agreement for any loss, delay or failure in performance of the said Agreement as a result of the circumstances beyond the reasonable control of the party affected. Each party shall promptly notify the other party when such circumstances cause a delay or failure in performance and when they cease to do so.

Nothing in this Terms and Conditions of Service shall be construed to limit or exclude either party's liability for any matter which by law may not be excluded or limited.

10. INTELLECTUAL PROPERTY

10.1 The services, including products, technology, innovation, are the valuable intellectual property of NPD Wash. Except as set forth hereunder, customer may not use NPD Wash's name, any valuable intellectual property or trademarks without NPD Wash's prior written consent.

10.2 It is within NPD Wash absolute discretion to disable or terminate the account users who infringe their copyrights or other intellectual property rights of others.

10.3 All intellectual property rights in any materials created or developed by NPD Wash or arising as a result of the service shall exclusively vest in NPD Wash. If and to the extent that any intellectual property rights in such materials vest in the customer by operation of law, the customer hereby agree to assign to NPD Wash by way of a present assignment of such right.

11. CONFIDENTIALITY

NPD Wash shall not exploit the customer confidential information in any way except for the purposes anticipated under the Agreement.

Each Party shall treat all information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written consent of the disclosing Party.

Each Party may disclose such confidential information which it receives from the other Party;

- where it is required by laws or by a competent court or competent authorities;
- to its auditors or for the purposes of regulatory requirement;
- where NPD Wash is the receiving party to a technician on a need to know basis to enable performance of service provided that NPD Wash shall procure that any technician to whom it discloses such confidential information to shall observe NPD Wash's confidential obligation under this Terms and Condition of Service

For avoidance of doubt, the obligation of confidentiality does not apply to information which: (a) is, at the time of the disclosure, or subsequently through no act or omission of the Receiving Party, becomes generally available to the public; (b) becomes rightfully known to the receiving party through a third party with no obligation of confidentiality; (c) the receiving party is able to prove was lawfully in the possession of the Receiving Party's Group prior to such disclosure; or (d) is independently developed by the Receiving Party.

12. DATA PRIVACY

This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your information when You use the Service and tells You about Your privacy rights and how the law protects You.

We use Your Personal data to provide and improve the Service. By using the Service, You agree to the collection and use of information in accordance with this Privacy Policy. This Privacy Policy has been created with the help of the Free Privacy Policy Generator.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Privacy Policy:

Account means a unique account created for You to access our Service or parts of our Service.

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Application means the software program provided by the Company downloaded by You on any electronic device, named IW Services

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to NPD Wash, 125/1 Sukhumvit Soi 42 Bangkok 10110.

Country refers to: Thailand

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Personal Data is any information that relates to an identified or identifiable individual.

Service refers to the Application.

Service Provider means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.

Usage Data refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Collecting and Using Your Personal Data

Types of Data Collected

Personal Data

While using Our Service, We may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:

Email address

First name and last name

Phone number

Address, State, Province, ZIP/Postal code, City

Usage Data

Usage Data

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.

Information Collected while Using the Application

While using Our Application, in order to provide features of Our Application, We may collect, with Your prior permission:

Information regarding your location

We use this information to provide features of Our Service, to improve and customize Our Service. The information may be uploaded to the Company's servers and/or a Service Provider's server or it may be simply stored on Your device.

You can enable or disable access to this information at any time, through Your Device settings.

Use of Your Personal Data

The Company may use Personal Data for the following purposes:

To provide and maintain our Service, including to monitor the usage of our Service.

To manage Your Account: to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.

For the performance of a contract: the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.

To contact You: To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.

To provide You with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless You have opted not to receive such information.

To manage Your requests: To attend and manage Your requests to Us.

For business transfers: We may use Your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Us about our Service users is among the assets transferred.

For other purposes: We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Service, products, services, marketing and your experience.

We may share Your personal information in the following situations:

With Service Providers: We may share Your personal information with Service Providers to monitor and analyze the use of our Service, to contact You.

For business transfers: We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.

With Affiliates: We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.

With business partners: We may share Your information with Our business partners to offer You certain products, services or promotions.

With other users: when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside.

With Your consent: We may disclose Your personal information for any other purpose with Your consent.

Retention of Your Personal Data

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

Transfer of Your Personal Data

Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.

Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

Disclosure of Your Personal Data Business Transactions

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

Law enforcement

Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Other legal requirements

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

Comply with a legal obligation

Protect and defend the rights or property of the Company

Prevent or investigate possible wrongdoing in connection with the Service

Protect the personal safety of Users of the Service or the public

Protect against legal liability

Security of Your Personal Data

The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

Children's Privacy

Our Service does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that We have collected Personal Data from anyone under the age of 13 without verification of parental consent, We take steps to remove that information from Our servers.

If We need to rely on consent as a legal basis for processing Your information and Your country requires consent from a parent, We may require Your parent's consent before We collect and use that information.

Links to Other Websites

Our Service may contain links to other websites that are not operated by Us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Changes to this Privacy Policy

We may update Our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.

We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

13. SURVIVAL WAIVER AND SEVERABILITY

The provision of this Terms and Conditions of Service that by nature are intended to survive its expiration, including without limitation to Clause 10, 11, 13, 14 and 15 herein will continue in full force and effect after the expiry of the Agreement.

In the event that any provision under this Terms and Conditions of Service is invalid, it will be enforced to the extent permitted by law, and it will not affect the remainder.

Any failure to enforce any provision under this Terms and Conditions of Service shall not constitute a waiver of that provision or of either party's right to enforce later every provision.

14. DISPUTE RESOLUTION

In the event where the dispute arising out or in connection with the service, customer and NPD Wash shall attempt in good faith to negotiate and settle such dispute in an amicable manner.

If the settlement cannot be amicably reached within 1 month after such dispute is being escalated, it shall be referred to the Arbitrators at Thai Arbitration Center. The Arbitral Tribunal must be composed of three arbitrations. Customer and NPD Wash shall elect one arbitrator each. Two selected arbitrators shall appoint one arbitrator to constitute a tribunal. Customer and NPD Wash irrevocably agree that the arbitral award shall be final and binding to the customer and NPD Wash.

15. INDEMNITY

Customer agrees to indemnify NPD Wash against any damage incurred as a result of (a) customers' breach of the Agreement, this Terms and Conditions of Services; or (b) any claim provided that such claim does not arise as a result of (i) our technicians' fault, gross negligence or willful misconduct; or (ii) our service performed by our technicians with the reasonable care and skills.

16. GOVERNING LAW AND JURISDICTION

The validity and performance of this Terms and Conditions of Service and all contractual or non-contractual matters arising out of it, shall be governed by Thai laws and shall be subject to the exclusive jurisdiction of Thai Courts.

17. Miscellaneous

NPD Wash reserves the right to update and amend this Terms and Conditions of Service from time to time without prior notice.