TUNASYS

Terms of Service

Governing the Use of TunaSys Products and Services

Including TunaPOS and All Related Platforms

Effective Date: March 2, 2026

Last Updated: March 2, 2026

Version 1.0

Table of Contents

1. Introduction and Acceptance of Terms

1.1 Agreement to Terms

These Terms of Service (hereinafter referred to as the "Terms", "Agreement", or "ToS") constitute a legally binding agreement between you (whether an individual or an entity, hereinafter referred to as "You", "User", "Customer", or "Subscriber") and TunaSys, a business operating under the trade name "TunaSys" (hereinafter referred to as "TunaSys", "Company", "We", "Us", or "Our"), governing your access to and use of the TunaSys platform, including but not limited to TunaPOS and all related software, services, applications, websites, documentation, application programming interfaces (APIs), and any other products or services offered by TunaSys (collectively, the "Services"). TunaSys operates in Thailand, the Philippines, and such other jurisdictions as TunaSys may expand into from time to time. References to TunaSys in these Terms shall apply to any successor entity, corporate body, or legal structure through which TunaSys may subsequently organize or incorporate.

By accessing, browsing, registering for, subscribing to, or otherwise using any part of the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms in their entirety. If you are entering into these Terms on behalf of a company, organization, or other legal entity, you represent and warrant that you have the authority to bind such entity and its affiliates to these Terms, in which case the terms "You" or "User" shall refer to such entity and its affiliates.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU MUST NOT ACCESS OR USE THE SERVICES. YOUR CONTINUED USE OF THE SERVICES FOLLOWING THE POSTING OF REVISED TERMS CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

1.2 Eligibility

You must be at least eighteen (18) years of age and capable of entering into a legally binding agreement under applicable law to use the Services. By using the Services, you represent and warrant that you meet all eligibility requirements. If you are using the Services on behalf of an organization, you further represent and warrant that you are authorized to accept these Terms on behalf of that organization.

1.3 Additional Agreements

Certain features of the Services may be subject to additional terms and conditions, including but not limited to Service Level Agreements (SLAs), Data Processing Agreements (DPAs), Business Associate Agreements, subscription-specific terms, and any order forms or statements of work executed between you and TunaSys. In the event of a conflict between these Terms and any additional agreement, the additional agreement shall control with respect to the specific features or services it governs, unless expressly stated otherwise.

2. Definitions

For the purposes of these Terms, the following definitions shall apply:

"Authorized Users" means individuals who are authorized by the Customer to access and use the Services under the Customer's account, including employees, contractors, and agents.

"Confidential Information" means any non-public information disclosed by either party to the other, whether orally, in writing, or by inspection, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure. This includes, without limitation, the Services, software, source code, algorithms, user interfaces, feature designs, workflow logic, business processes, pricing, technical documentation, customer data, and any information relating to the business, operations, or technology of either party.

"Customer Data" means all data, information, and content that the Customer or its Authorized Users upload, submit, store, transmit, or otherwise make available through the Services, including but not limited to patient records, clinic data, financial information, and personal data of the Customer's clients.

"Documentation" means all user guides, help files, training materials, specifications, technical documentation, API documentation, screenshots, videos, marketing materials, and other written or visual materials that describe the functionality, operation, features, or appearance of the Services.

"Intellectual Property Rights" means all patents, copyrights, trademarks, trade secrets, trade dress, moral rights, rights of publicity, database rights, design rights, and all other intellectual property rights, whether registered or unregistered, and all applications and registrations for the foregoing, worldwide.

"Look and Feel" means the overall visual impression, aesthetic design, layout, arrangement, color scheme, typography, iconography, user interface design, interaction patterns, navigation structure, and general appearance of the Services as presented to users.

"Service Features" means all functional capabilities, workflows, processes, methods, algorithms, user interface elements, interaction designs, operational logic, compliance frameworks, reporting mechanisms, data structures, integrations, and technical implementations embodied in or made available through the Services.

"Services" means all software-as-a-service products, platforms, applications, tools, APIs, websites, and related services provided by TunaSys, including but not limited to TunaPOS.

3. Intellectual Property Rights and Ownership

3.1 Ownership of Services

TunaSys retains all right, title, and interest in and to the Services, including but not limited to all software, source code, object code, algorithms, data models, databases, architectures, APIs, user interfaces, designs, documentation, trademarks, trade names, logos, service marks, trade dress, and all associated Intellectual Property Rights. These Terms do not grant you any right, title, or interest in the Services except for the limited license rights expressly set forth herein.

3.2 Copyright Protection

The Services, including all software code, user interface designs, visual elements, layouts, icons, graphics, text, images, audio, video, and compilations thereof, are protected by the copyright laws of Thailand, the Philippines, international copyright treaties, the Berne Convention, and the copyright laws of all applicable jurisdictions in which TunaSys operates or may operate. All content within the Services is the copyrighted property of TunaSys or its licensors, and all rights are reserved.

3.3 Trade Dress and Look and Feel Protection

The Look and Feel of the Services, including the distinctive visual appearance, layout structure, color schemes, typography, iconography, navigation patterns, interaction design, and overall aesthetic presentation, constitutes protected trade dress and copyrightable subject matter owned exclusively by TunaSys. You acknowledge that the Look and Feel of the Services is a result of significant creative effort, investment, and proprietary design work by TunaSys.

3.4 Trade Secret Protection

Certain aspects of the Services, including but not limited to proprietary algorithms, data processing methods, compliance frameworks, workflow logic, feature architectures, database schemas, API structures, and operational methodologies, constitute valuable trade secrets of TunaSys. You acknowledge that these trade secrets derive independent economic value from not being generally known to or readily ascertainable by other persons who might obtain economic value from their disclosure or use.

3.5 Reservation of Rights

All rights not expressly granted in these Terms are reserved by TunaSys. No implied licenses are granted under these Terms. Nothing in these Terms shall be construed as an assignment, transfer, or conveyance of any ownership interest in or to the Services or any Intellectual Property Rights therein.

4. License Grant and Restrictions

4.1 Limited License

Subject to your compliance with these Terms and payment of all applicable fees, TunaSys grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services solely for your internal business purposes during the subscription term. This license does not include any right to modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services.

4.2 Prohibited Uses

You shall not, and shall not permit any third party to:

(a) Copy, reproduce, duplicate, distribute, display, publish, or otherwise make available any part of the Services, including screenshots, recordings, or visual representations, except as expressly authorized by TunaSys in writing;

(b) Modify, adapt, translate, create derivative works from, or otherwise alter the Services or any part thereof, including the user interface, functionality, workflow logic, or visual design;

(c) Reverse engineer, decompile, disassemble, decode, or otherwise attempt to derive the source code, algorithms, data structures, underlying ideas, or architectural patterns of the Services or any part thereof;

(d) Access the Services to build, design, develop, or assist in building a competitive product or service, or to copy, replicate, or imitate any features, functions, interface designs, workflows, or the Look and Feel of the Services;

(e) Use the Services, or any information obtained through the Services, as a reference, model, template, or inspiration for creating any product, service, application, or system that competes with or is substantially similar to the Services;

(f) Capture, record, screenshot, photograph, or otherwise create visual or audiovisual reproductions of the Services for the purpose of analyzing, replicating, or deriving the design, functionality, workflow, or user interface of the Services;

(g) Share, display, publish, or distribute screenshots, recordings, demonstrations, or visual representations of the Services to any third party for the purpose of enabling such third party to replicate, imitate, or derive any aspect of the Services;

(h) Use automated tools, bots, crawlers, scrapers, data miners, or similar technologies to access, monitor, copy, extract, or harvest any content, data, information, or material from the Services;

(i) Sublicense, lease, rent, loan, sell, resell, transfer, assign, or otherwise commercially exploit or make available the Services or any part thereof to any third party;

(j) Remove, alter, obscure, or tamper with any copyright notices, trademark notices, proprietary legends, watermarks, or other intellectual property notices displayed on or within the Services;

(k) Use the Services in any manner that violates any applicable law, regulation, or governmental order, including but not limited to the Personal Data Protection Act B.E. 2562 (PDPA) of Thailand, the Data Privacy Act of 2012 (Republic Act No. 10173) of the Philippines, and any other applicable data protection or consumer protection legislation;

(l) Benchmark, test, or evaluate the Services for the purpose of publishing or sharing comparative analyses with competitors or the general public without prior written consent from TunaSys;

(m) Attempt to gain unauthorized access to any part of the Services, other accounts, computer systems, or networks connected to the Services through hacking, password mining, or any other means;

(n) Use the Services to transmit viruses, malware, or other harmful code, or to conduct any activity that interferes with, disrupts, or imposes an unreasonable burden on the Services or connected infrastructure.

5. Prohibition on Copying, Cloning, and Competitive Use

5.1 Comprehensive Anti-Copying Provision

You expressly acknowledge and agree that the Services represent significant investment in research, development, design, engineering, regulatory analysis, and creative effort by TunaSys. You shall not, directly or indirectly, and shall not assist, enable, encourage, or permit any third party to:

(a) Copy, clone, replicate, reproduce, or recreate any Service Features, user interface designs, visual layouts, workflows, interaction patterns, navigation structures, compliance frameworks, reporting mechanisms, or any other functional or visual elements of the Services;

(b) Use knowledge, impressions, ideas, concepts, techniques, or information gained from accessing, viewing, using, evaluating, or demonstrating the Services to design, develop, build, enhance, or modify any competing or substantially similar product, service, or application;

(c) Analyze screenshots, photographs, recordings, demonstrations, marketing materials, documentation, or any other visual or written representations of the Services for the purpose of deriving, replicating, or recreating any aspect of the Services' design, functionality, or user experience;

(d) Engage in systematic study, deconstruction, or analysis of the Services' feature set, user flows, data models, compliance approaches, or operational logic for the purpose of building a competing or substantially similar product or service;

(e) Commission, hire, employ, or engage any person or entity to perform any of the foregoing prohibited activities.

5.2 Protection of Feature Concepts and Implementations

You acknowledge that the specific combination, arrangement, selection, coordination, sequencing, and implementation of Service Features within the Services constitutes a unique and proprietary compilation that is protected under applicable copyright, trade secret, and unfair competition laws. This protection extends to the particular way in which individual features interact with one another, the specific design choices made in implementing each feature, and the overall system architecture that enables the Services to function as an integrated platform.

5.3 Use by Competitors

If you are, become, or are affiliated with, employed by, or acting as an agent or consultant for a direct or indirect competitor of TunaSys, you must immediately disclose such status to TunaSys in writing. TunaSys reserves the right, in its sole discretion, to terminate your access to the Services immediately upon learning of any competitive relationship, without liability, refund, or obligation. For purposes of this section, a "competitor" includes any individual or entity that develops, markets, sells, licenses, or distributes point-of-sale systems, clinic management software, healthcare SaaS platforms, or any other product or service that is substantially similar to or competes with the Services.

5.4 Non-Circumvention

You shall not take any action to circumvent, avoid, or undermine the protections, restrictions, or obligations set forth in these Terms, whether through technical means, legal structures, intermediaries, third parties, or otherwise. Any attempt to circumvent these provisions shall constitute a material breach of these Terms.

5.5 Screenshots, Images, and Visual Representations

All screenshots, photographs, recordings, screen captures, and other visual representations of the Services (whether taken by you, TunaSys, or any third party) are protected copyrighted works. You may not use any such visual representations for the purpose of reverse engineering, replicating, deriving, or recreating any aspect of the Services, including the user interface, feature design, workflow logic, or visual aesthetics. Screenshots may only be shared for legitimate and non-competitive purposes, such as internal training or support inquiries, and never for enabling the development of a competing product.

6. Confidentiality

6.1 Confidentiality Obligations

You agree to hold all Confidential Information in strict confidence and to not disclose, publish, distribute, or otherwise make available any Confidential Information to any third party without the prior written consent of TunaSys. You shall protect Confidential Information using at least the same degree of care that you use to protect your own confidential information, but in no event less than reasonable care. You shall limit access to Confidential Information to those of your employees, contractors, and agents who have a need to know such information and who are bound by confidentiality obligations at least as protective as those contained herein.

6.2 Scope of Confidential Information

Without limiting the generality of the definition of Confidential Information, you acknowledge that the following constitute Confidential Information of TunaSys: the Services' source code, object code, algorithms, data models, database schemas, API specifications, system architecture, infrastructure design, security protocols, compliance frameworks, pricing models, business strategies, customer lists, vendor relationships, product roadmaps, feature plans, unreleased features, beta functionality, and any information learned during product demonstrations, training sessions, onboarding, or support interactions.

6.3 Duration of Confidentiality

The obligations of confidentiality shall survive the termination or expiration of these Terms and shall continue for a period of five (5) years from the date of disclosure, or indefinitely with respect to trade secrets for so long as such information remains a trade secret under applicable law.

7. Data Protection and Privacy

7.1 Compliance with Applicable Laws

Both parties shall comply with all applicable data protection and privacy laws in each jurisdiction where the Services are used, including but not limited to the Personal Data Protection Act B.E. 2562 (2019) of Thailand ("PDPA"), the Data Privacy Act of 2012 (Republic Act No. 10173) of the Philippines ("DPA"), and any regulations, guidelines, or orders issued by the relevant supervisory authorities, including the Office of the Personal Data Protection Committee ("OPDPC") in Thailand and the National Privacy Commission ("NPC") in the Philippines, as well as any data protection authority in any other jurisdiction in which TunaSys operates.

7.2 Customer Data Ownership

As between TunaSys and the Customer, the Customer retains all right, title, and interest in and to the Customer Data. TunaSys shall process Customer Data solely for the purpose of providing the Services and in accordance with the Customer's instructions, these Terms, and any applicable Data Processing Agreement.

7.3 Data Security

TunaSys shall implement and maintain appropriate technical and organizational measures designed to protect Customer Data against unauthorized or unlawful processing, accidental loss, destruction, or damage. These measures shall include, at a minimum, encryption of data in transit and at rest, access controls, audit logging, regular security assessments, and incident response procedures.

7.4 Data Processing Agreement

To the extent required by applicable law, the parties shall enter into a separate Data Processing Agreement that sets forth the specific terms and conditions governing TunaSys's processing of personal data on behalf of the Customer.

7.5 Regulatory Compliance Features

Certain features of the Services are designed to assist Customers in meeting regulatory requirements, including consent management, digital signatures, audit trails, and data retention policies. While TunaSys endeavors to provide tools that facilitate compliance, the Customer remains solely responsible for ensuring its own compliance with all applicable laws and regulations in its jurisdiction, including but not limited to the PDPA in Thailand, the DPA in the Philippines, any regulations issued by the Office of the Consumer Protection Board ("OCPB") in Thailand relating to beauty and aesthetic services, and the relevant regulatory bodies governing healthcare and beauty services in the Philippines and any other market in which the Customer operates.

8. Subscription, Fees, and Payment

8.1 Subscription Plans

Access to the Services requires a paid subscription. The specific features, usage limits, number of Authorized Users, and pricing applicable to your subscription shall be as set forth in the applicable order form, pricing page, or subscription agreement.

8.2 Payment Terms

All fees are due and payable in accordance with the payment terms specified in your subscription agreement. Unless otherwise specified, fees are payable in advance on a monthly or annual basis. All fees are quoted and payable in United States Dollars (USD) unless otherwise agreed in writing. Where local regulations require invoicing in local currency, TunaSys may, at its discretion, issue invoices in the applicable local currency at the prevailing exchange rate.

8.3 Late Payment

Any amounts not paid when due shall accrue interest at the rate of one and a half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is lower, from the date such payment was due until the date of actual payment.

8.4 Taxes

All fees are exclusive of applicable taxes, levies, duties, and governmental charges, including Value Added Tax (VAT). The Customer shall be responsible for all such taxes except for taxes based on TunaSys's net income.

8.5 No Refunds

Except as expressly stated otherwise in these Terms or required by applicable law, all fees are non-refundable. This includes, without limitation, fees for partially used subscription periods, unused features, or early termination.

9. Warranties and Disclaimers

9.1 Limited Warranty

TunaSys warrants that the Services will perform substantially in accordance with the applicable Documentation during the subscription term. TunaSys's sole obligation and your exclusive remedy for any breach of this warranty shall be, at TunaSys's option: (a) correction of the non-conforming Services; or (b) termination of your subscription and a pro-rata refund of prepaid fees for the unused portion of the subscription term.

9.2 Disclaimer of Warranties

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, OR COMPLETENESS. TUNASYS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

9.3 Regulatory Compliance Disclaimer

THE SERVICES ARE DESIGNED TO ASSIST IN COMPLIANCE BUT DO NOT GUARANTEE COMPLIANCE WITH ANY LAW, REGULATION, OR STANDARD IN ANY JURISDICTION, INCLUDING BUT NOT LIMITED TO THE PDPA IN THAILAND, THE DPA IN THE PHILIPPINES, OCPB REGULATIONS, OR ANY OTHER REGULATORY FRAMEWORK APPLICABLE IN ANY MARKET IN WHICH THE CUSTOMER OPERATES. THE CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING ITS OWN REGULATORY COMPLIANCE AND SHOULD SEEK INDEPENDENT LEGAL COUNSEL AS APPROPRIATE.

10. Limitation of Liability

10.1 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF TUNASYS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE TOTAL FEES PAID BY THE CUSTOMER TO TUNASYS DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.2 Exclusion of Consequential Damages

IN NO EVENT SHALL TUNASYS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, GOODWILL, BUSINESS OPPORTUNITIES, OR USE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF TUNASYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 Exceptions

The limitations set forth in this section shall not apply to: (a) your breach of the Intellectual Property Rights, anti-copying, or confidentiality provisions of these Terms; (b) your indemnification obligations; or (c) liability that cannot be limited or excluded under applicable law.

11. Indemnification

11.1 Indemnification by Customer

You shall indemnify, defend, and hold harmless TunaSys, its officers, directors, employees, agents, successors, and assigns from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your breach of these Terms; (b) your use of the Services; (c) your violation of any applicable law or regulation; (d) your infringement of any third-party rights; (e) Customer Data; or (f) any unauthorized use of the Services by your Authorized Users.

11.2 Enhanced Indemnification for IP Violations

Without limiting the foregoing, if you breach the Intellectual Property Rights, anti-copying, competitive use, or confidentiality provisions of these Terms, you shall additionally indemnify TunaSys for all direct and consequential damages, including lost profits, diminished competitive advantage, and the cost of enforcement actions, without regard to the limitation of liability set forth in Section 10.

12. Termination

12.1 Termination for Convenience

Either party may terminate these Terms at the end of the then-current subscription term by providing written notice at least thirty (30) days prior to the end of such term.

12.2 Termination for Cause

Either party may terminate these Terms immediately upon written notice if the other party: (a) commits a material breach of these Terms and fails to cure such breach within thirty (30) days after receiving written notice thereof; (b) becomes insolvent, files for bankruptcy, or ceases to operate in the ordinary course; or (c) breaches any Intellectual Property Rights, anti-copying, or confidentiality provision of these Terms (in which case termination shall be immediate without cure period).

12.3 Effects of Termination

Upon termination or expiration of these Terms: (a) all licenses granted hereunder shall immediately terminate; (b) you shall immediately cease all use of the Services; (c) you shall delete or destroy all copies of Documentation and Confidential Information in your possession; (d) TunaSys shall make Customer Data available for export for a period of thirty (30) days, after which TunaSys may delete Customer Data; and (e) all obligations that by their nature should survive termination shall survive, including Intellectual Property Rights, confidentiality, indemnification, limitation of liability, and dispute resolution.

12.4 Survival

Sections 2, 3, 4.2, 5, 6, 9.2, 10, 11, 12.3, 12.4, 13, 14, and 15 shall survive any termination or expiration of these Terms.

13. Remedies and Enforcement

13.1 Injunctive Relief

You acknowledge that any breach or threatened breach of the Intellectual Property Rights, anti-copying, competitive use, or confidentiality provisions of these Terms would cause irreparable harm to TunaSys for which monetary damages would be an inadequate remedy. Accordingly, TunaSys shall be entitled to seek injunctive or other equitable relief from any court of competent jurisdiction, without the necessity of posting a bond or other security and without the need to prove actual damages, in addition to any other remedies available at law or in equity.

13.2 Liquidated Damages

In the event of a breach of Section 5 (Prohibition on Copying, Cloning, and Competitive Use), the parties agree that TunaSys shall be entitled to liquidated damages in an amount equal to fifty thousand United States Dollars (USD $50,000) per occurrence, in addition to any other remedies available, as the parties acknowledge that actual damages from such breach would be difficult to ascertain. This liquidated damages provision shall not be construed as a penalty and shall not limit TunaSys's right to seek additional damages if actual damages exceed the liquidated amount.

13.3 Audit Rights

TunaSys reserves the right, upon reasonable notice and no more than once per calendar year, to audit your use of the Services to verify compliance with these Terms. You shall cooperate fully with any such audit and provide TunaSys or its designated auditor with reasonable access to relevant systems, records, and personnel. If an audit reveals any unauthorized use or breach of these Terms, you shall promptly remedy such unauthorized use and reimburse TunaSys for the reasonable cost of the audit.

13.4 Account Suspension

TunaSys may, in its sole discretion, immediately suspend or restrict your access to the Services if TunaSys reasonably believes that: (a) your use of the Services poses a security risk; (b) you are in breach of these Terms; (c) your account has been compromised; or (d) suspension is required by law or regulatory order.

14. Dispute Resolution and Governing Law

14.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Republic of Singapore, without giving effect to any principles of conflicts of law that would result in the application of the laws of any other jurisdiction. The parties agree that Singapore law is selected as a neutral governing law given TunaSys's operations across multiple jurisdictions. Notwithstanding the foregoing, nothing in these Terms shall limit the applicability of mandatory consumer protection, data protection, or other regulatory laws in the jurisdiction where the Customer is located.

14.2 Negotiation

In the event of any dispute, controversy, or claim arising out of or relating to these Terms or the Services, the parties shall first attempt in good faith to resolve the dispute through informal negotiations for a period of thirty (30) days from the date of written notice of the dispute.

14.3 Arbitration

If the dispute cannot be resolved through negotiation, the dispute shall be finally settled by arbitration administered by the Singapore International Arbitration Centre (SIAC) under the Arbitration Rules of the SIAC then in effect. The seat of arbitration shall be Singapore. The language of the arbitration shall be English. The arbitral award shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction. The parties agree to the jurisdiction of the courts of Singapore for any ancillary proceedings, including enforcement of arbitral awards.

14.4 Injunctive Relief Exception

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief from any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of Intellectual Property Rights, confidentiality obligations, or other proprietary rights.

14.5 Class Action Waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

15. General Provisions

15.1 Entire Agreement

These Terms, together with any order forms, Data Processing Agreements, Service Level Agreements, and other documents expressly incorporated by reference, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, relating to such subject matter.

15.2 Amendments

TunaSys reserves the right to modify these Terms at any time by posting the revised Terms on its website or by providing notice to you. Material changes will be communicated to you at least thirty (30) days before they take effect. Your continued use of the Services after the effective date of any modification constitutes your acceptance of the modified Terms.

15.3 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, and the remaining provisions shall continue in full force and effect.

15.4 Waiver

No failure or delay by either party in exercising any right, power, or remedy under these Terms shall operate as a waiver of such right, power, or remedy. No single or partial exercise of any right, power, or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

15.5 Assignment

You may not assign or transfer these Terms or any rights or obligations hereunder without the prior written consent of TunaSys. TunaSys may freely assign these Terms in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

15.6 Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under these Terms (other than payment obligations) to the extent such failure or delay is caused by events beyond the party's reasonable control, including natural disasters, acts of government, pandemics, wars, terrorism, riots, strikes, utility or telecommunications failures, or cyberattacks.

15.7 Notices

All notices required or permitted under these Terms shall be in writing and shall be deemed duly given when delivered personally, sent by email with confirmed receipt, or sent by registered mail to the addresses specified in the applicable order form or the contact information on file. Notices to TunaSys shall be sent to: harvey@tunasys.com.

15.8 Independent Contractors

The relationship between the parties is that of independent contractors. Nothing in these Terms shall be construed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties.

15.9 Third-Party Beneficiaries

These Terms do not confer any rights or benefits on any third party unless expressly stated otherwise.

15.10 Language

These Terms have been prepared in the English language. TunaSys may provide translations of these Terms in Thai, Filipino, or other languages for convenience. In the event of a conflict between the English version and any translation, the English version shall prevail to the extent permitted by applicable law.

15.11 Headings

The headings in these Terms are for convenience only and shall not affect the interpretation of these Terms.

16. Contact Information

If you have any questions about these Terms, please contact us at:

TunaSys

Email: harvey@tunasys.com

Website: https://tunasys.com

Demo Booking: https://calendly.com/harvey-tunasys

— End of Terms of Service —