

SATURDAY NAIL & LASH ACADEMY

CONTRACTUAL TERMS, CONDITIONS ACCEPTANCE & TERMS PRIORITY POLICY

Thailand — Applicable to the Academy, Studio and its business operations

Version: 1.0 Effective date: 15 August 2026

1. Purpose and Scope

These Terms apply to the commercial and operational relationships of Saturday Nail & Lash Academy ("Academy"), including relationships with banks, insurers, telecom and internet providers, electricity and water providers, landlords and property managers, suppliers, software providers, booking platforms, payment providers, maintenance providers, contractors and other professional counterparties ("Counterparty").

2. No Automatic Acceptance

Signing, returning, acknowledging, receiving, paying, using, activating or performing an order, service or agreement does not automatically constitute acceptance of every term proposed by the Counterparty. Standard terms, policies, tariffs, portal terms, website terms, landlord conditions, supplier terms or other documents are not accepted merely because they appear in an invoice, quotation, order confirmation, website, hyperlink or administrative document.

3. Right to Review, Reject and Negotiate

The Academy expressly reserves the right to review, reject, amend or negotiate contractual conditions proposed by any Counterparty, including banks, insurers, telecom operators, internet providers, electricity and water providers, landlords, property managers, software vendors, booking systems, payment providers, suppliers and service contractors.

4. Order of Contractual Priority

Unless expressly agreed otherwise in writing: (1) mandatory applicable Thai law and binding regulatory requirements; (2) specifically negotiated written agreement signed by the parties; (3) Academy order, booking, statement of work or expressly accepted commercial document; (4) these Terms; (5) expressly incorporated annexes; (6) Counterparty general terms; and (7) website, portal, policy, manual or document incorporated only by general reference or hyperlink.

5. Material Deviations Require Express Acceptance

Any provision materially changing the Academy's legal, financial, operational, liability, security or business position requires express written acceptance by an authorised representative. This includes disproportionate liability, unilateral price increases, automatic renewal, minimum terms, unilateral amendments, termination fees, excessive deposits, broad indemnities, extensive audit rights, unilateral suspension, mandatory arbitration, foreign jurisdiction, foreign governing law, contractual penalties, exclusivity and minimum purchase commitments.

6. Signature Does Not Mean Blanket Acceptance

A signed document supplied by a Counterparty is accepted only as to provisions clearly forming part of the agreement and accepted by the Academy. A signature does not by itself constitute blanket acceptance of unidentified external terms, later-supplied terms, website or portal terms, unspecified hyperlinks, future versions, unilateral amendments or internal policies, except where mandatory Thai law provides otherwise.

7. Changes After Contract Formation

A Counterparty shall not unilaterally modify the relationship by publishing new terms, policies, tariffs, customer conditions or website conditions unless permitted by the agreement and Thai law. The Academy may reject material changes, negotiate, terminate where legally or contractually permitted, or seek an alternative provider.

8. Online Terms and Hyperlinks

A reference to online terms does not automatically incorporate every present or future document on a Counterparty website. Where online terms form part of an agreement, the applicable version and effective date should be identifiable. Future amendments do not automatically apply unless legally and contractually valid.

9. Conflicting General Terms

Where Academy documents and Counterparty documents refer to different general terms, the parties should expressly determine which terms govern. Counterparty terms do not automatically prevail merely because they appear on an invoice, order confirmation, portal or other document. To the extent permitted by Thai law, conflicting terms not expressly accepted by the Academy shall not form part of the agreement.

10. Thai Law and Mandatory Rules

These Terms are intended to operate under Thai law. Nothing excludes or overrides mandatory Thai law, including applicable rules concerning contracts, consumer protection, unfair contract terms, leases, data protection, electronic transactions, licensing, health and safety and other mandatory regulation. Where a provision cannot legally be excluded or limited, the mandatory rule prevails.

11. Unfair or Disproportionate Contract Terms

The Academy does not accept provisions that are manifestly disproportionate or unfair where such provisions may be restricted, modified or rendered unenforceable under Thai law. The Academy reserves the right to challenge or request amendment of provisions creating an unreasonable imbalance, particularly where the Counterparty has materially greater bargaining power.

12. Landlords and Property Managers

These Terms expressly apply to landlords, lessors, property owners, building managers and property management companies. The Academy does not automatically accept additional building rules, house rules, service charges, maintenance charges, penalties, rent increases, access restrictions or other conditions unless validly incorporated into the lease or otherwise legally applicable. Material amendments or additional financial obligations should be agreed in writing.

13. Rent, Deposits and Additional Charges

Rent, security deposits, service charges, utilities, common-area charges, maintenance charges and other amounts payable to a landlord or property manager shall be determined by the applicable lease or written agreement. No undisclosed or subsequently introduced charge is deemed accepted merely because it appears on an invoice or statement. Any increase or additional charge must have a valid contractual or legal basis.

14. Premises, Access and Business Continuity

Where the Academy operates from leased premises, the landlord or property manager shall provide access and use in accordance with the lease and applicable Thai law. Restrictions affecting operation, access, students, customers or utilities shall be handled in accordance with the lease and applicable law.

15. Repairs, Maintenance and Damage

Responsibility for repairs, maintenance and damage to leased premises shall be determined by the lease and Thai law. The Academy shall not automatically accept liability for structural defects, building-system failures or matters outside its reasonable control unless expressly agreed and legally enforceable.

16. Termination of Lease or Services

Termination of a lease, service or other agreement must comply with the applicable contract and Thai law. The Academy does not accept arbitrary termination fees, forfeiture of deposits or penalties unless legally and contractually enforceable. Statutory rights and remedies remain reserved.

17. Prices, Fees and Tariffs

Prices, fees, tariffs, recurring charges and other financial obligations shall be determined by the applicable agreement. A Counterparty shall not introduce a material increase unless the agreement and Thai law permit it and required notice or termination rights have been provided.

18. Automatic Renewal

Automatic renewal provisions must be clearly disclosed before contract formation. Where automatic renewal materially restricts the Academy's ability to terminate, the Academy reserves the right to require clear written agreement, subject to Thai law.

19. Suspension and Essential Services

A Counterparty should not suspend essential services without complying with the contract and Thai law. Where a service is operationally important, reasonable notice and an opportunity to remedy a breach should be provided where legally and contractually possible.

20. Regulated Services

The Academy recognises mandatory regulatory requirements applicable to banks, insurers, telecom operators, utilities, payment providers and other regulated businesses. Where a Counterparty is legally required to apply a regulatory condition, the Academy will comply to the extent applicable. Regulatory status alone does not automatically make every commercial condition applicable.

21. Data Protection and Security

Where personal data, student information, customer information, payment information or confidential information is processed, the parties shall comply with applicable Thai privacy and data-protection requirements, including the Personal Data Protection Act (PDPA) where applicable. Processing responsibilities and security requirements may be documented separately.

22. No Waiver by Conduct

Failure to immediately object to a Counterparty provision does not automatically constitute an unconditional waiver of the Academy's rights. Payment of an invoice or continued use of a service does not by itself constitute acceptance of previously undisclosed or subsequently introduced terms to the extent permitted by Thai law.

23. No Acceptance Through Administrative Documents

Invoices, payment reminders, statements, service tickets, portal notifications, automated emails, system confirmations, renewal notices and administrative correspondence do not, without more, constitute acceptance of new contractual conditions.

24. Authority to Bind the Academy

Only persons authorised to represent the Academy may enter into or materially amend contractual obligations. Staff, instructors, contractors, consultants or other persons without appropriate authority shall not be presumed to have authority to accept material deviations from these Terms.

25. Entire Agreement

The final written agreement between the Academy and Counterparty, together with expressly incorporated documents, constitutes the contractual framework. No unilateral policy, website update, portal condition or subsequently supplied document shall modify it unless legally and contractually effective.

26. Severability

If any provision is invalid, void, unenforceable or inapplicable, the remaining provisions remain in force to the maximum extent permitted by Thai law. Where appropriate, the affected provision shall be replaced by a legally valid provision closest to the original commercial intention.

27. Interpretation

These Terms shall be interpreted commercially reasonably and, where legally permissible, in a manner protecting the Academy against unintended obligations arising from unclear references, undisclosed terms, unilateral amendments, conflicting documents, hidden conditions, hyperlinks, portal conditions, standard industry terms or administrative documents.

28. Written Amendments

Material amendments to these Terms or to an agreement governed by them should be documented in writing. Electronic communications and electronic signatures may constitute written agreement where legally valid under Thai law.

29. Acceptance Statement for Orders, Services and Leases

The following statement may be placed on Academy purchase orders, service agreements, lease-related correspondence, order confirmations and other commercial documents:

"This order/agreement/lease is subject to the contractual terms expressly accepted by Saturday Nail & Lash Academy. Signing, acknowledgement, processing, payment or performance does not constitute blanket acceptance of the Counterparty's general terms, online terms, portal conditions, building rules, landlord conditions, policies or subsequently introduced terms. Any material deviation requires explicit written agreement by an authorised representative of the Academy. Mandatory Thai law remains unaffected."

30. Counterparty Acknowledgement

The Counterparty is expected to identify any material deviation from these Terms before contract formation. Silence, administrative processing or continued commercial communication shall not be interpreted as unconditional acceptance of materially different conditions where such acceptance is not established under Thai law.

31. Jurisdiction and Dispute Resolution

Unless expressly agreed otherwise, the Academy's preferred governing law is Thai law and its preferred forum is the competent court in Thailand having jurisdiction over the dispute. The Academy may agree to mediation or arbitration where appropriate. Mandatory jurisdictional rules remain unaffected.

32. Reservation of Rights

The Academy expressly reserves all rights, remedies, defences and objections available under Thai law and applicable regulations. No provision constitutes a waiver of statutory or contractual rights unless expressly stated and legally effective.

33. Final Provision

These Terms establish the Academy's standard contractual position and are intended to prevent it from inadvertently becoming bound by provisions it has not knowingly and appropriately accepted. Where a specific agreement expressly and knowingly deviates from these Terms, those specifically agreed provisions prevail for that agreement to the extent legally enforceable.

For and on behalf of Saturday Nail & Lash Academy

Saturday Nail & Lash Academy

Thailand

Document: Contractual Terms, Conditions Acceptance & Terms Priority Policy

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