

Terms of Service for Brandique

Last Updated: June 25, 2025

Welcome to Brandique. These Terms of Service ("Terms") govern your use of our website <https://brandique.io/> (the "Site") and the services we provide (our "Services"). Please read these Terms carefully before using our Site or Services.

1. Agreement to Terms

By accessing our Site or using our Services, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you may not use our Site or Services. These Terms constitute a legally binding agreement between you and Brandique ("we," "us," or "our").

2. Our Services

Brandique provides a comprehensive suite of brand scaling services including, but not limited to, strategic consulting, branding and identity design, digital marketing, advertising campaign management, social media management, website design and development, and the implementation of generative AI solutions. The specific scope, deliverables, fees, and timelines for any client project will be detailed in a separate, legally binding Master Service Agreement (MSA) or Statement of Work (SOW). These Terms will govern your general use of our Site, while the MSA or SOW will govern the specifics of a project.

3. Intellectual Property Rights

- a) Our Content: Unless otherwise indicated, the Site and its original content, features, and functionality are owned by Brandique and are protected by international copyright, trademark, and other intellectual property laws. You may not copy, reproduce, distribute, or create derivative works from this content without our express written permission.
- b) Client Content: You (the "Client") retain all rights to any pre-existing materials, data, and content you provide to us for use in a project. You grant us a non-exclusive, royalty-free license to use, reproduce, and modify such content for the sole purpose of performing the Services outlined in your MSA or SOW.
- c) Work Product: Upon full and final payment for the Services rendered under an MSA or SOW, we will grant and transfer to you all rights, title, and interest in the final, approved deliverables ("Work Product") created specifically for you, unless otherwise specified in the governing agreement. We retain the right to use the Work Product for our own portfolio and marketing purposes.

4. Generative AI Services

When our Services involve the use of generative AI tools, you acknowledge and agree to the following:

- No Guarantee of Uniqueness: AI-generated content is created based on vast datasets and may produce outputs that are similar to or identical to content generated for other parties. We cannot and do not guarantee the uniqueness of any AI-generated Work Product.
- Client Responsibility: You are solely responsible for reviewing, editing, and approving all AI-generated content before use. You must ensure it is accurate, compliant with all applicable laws, and does not infringe upon the rights of any third party.

- IP and Copyright: The legal landscape for intellectual property rights in AI-generated content is evolving. We make no warranty regarding the copyrightability or trademark status of AI-generated content. You assume all risks associated with the use of such content.

5. Client Obligations

You agree to provide timely and accurate information, materials, and feedback as required for us to perform the Services. You warrant that you have all necessary rights and permissions to provide us with your content and that its use will not infringe on any third-party rights.

6. Prohibited Activities

You may not access or use the Site for any purpose other than that for which we make the Site available. Prohibited activities include, but are not limited to:

- Systematically retrieving data or other content from the Site to create a collection, compilation, database, or directory without written permission from us.
- Using the Site to advertise or offer to sell goods and services not affiliated with Brandique.
- Engaging in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Interfering with, disrupting, or creating an undue burden on the Site or the networks or services connected to the Site.

7. Disclaimer of Warranties

The Site and our Services are provided on an "as-is" and "as-available" basis. We make no warranties, expressed or implied, regarding the operation of the

Site or the information, content, or materials included on it. To the fullest extent permissible by law, we disclaim all warranties, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Site, its servers, or email sent from us are free of viruses or other harmful components.

We do not guarantee any specific results from our marketing, branding, or advertising services. Success is dependent on many factors beyond our control, including market conditions and your own business practices.

8. Limitation of Liability

To the fullest extent permitted by law, in no event will Brandique, its directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Site or our Services, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us during the six (6) month period prior to any cause of action arising.

9. Governing Law and Dispute Resolution

These Terms and your use of the Site and Services are governed by and construed in accordance with the laws of the Kingdom of Thailand, without regard to its conflict of law principles.

Any dispute arising from or relating to these Terms shall be resolved through amicable negotiation. If a solution cannot be reached, the dispute shall be submitted to the exclusive jurisdiction of the competent courts of Bangkok, Thailand.

10. Contact Us

To resolve a complaint regarding the Site or our Services, or to receive further information regarding use of the Site, please contact us at:

Brandique
Bangkok, Thailand
brandique.th@gmail.com
+66618682659