OMISE

MERCHANT SERVICE AGREEMENT – THAILAND

This Merchant Service Agreement ("**Agreement**") is made on [ ] at the registered office of 1448/4 J2 Building, Soi Ladprao 87 (Chandrasuk), Praditmanutham Road, Klongchan Sub-district, Bangkapi District, Bangkok 10240 Thailand by and between **Omise Co., Ltd.** ("**Omise**") and the undersigned merchant ("**Merchant**"), each shall be individually referred to as a "**Party**" and collectively as the "**Parties**".

RECITAL:

(A)   The Merchant is the seller and/or service provider offering certain goods or services to its customers through the Platform (as defined below) and Omise is a licensed provider enabled to accept various methods of payments on behalf of the Merchant.

(B)   The Merchant desires to engage Omise in providing the Service (as defined below) and has completed Know Your Customer (KYC) and Customer Due Diligence (CDD), including but not limited to the Account registration and submission to Omise of the requested documents and information in accordance with the Applicable Law, policy, rules and regulations of the local regulator(s), the Source of Fund, and Omise.

(C)   Omise has considered to provide the Merchant with the Service as set in this Agreement.

NOW, THEREFORE, the Parties agree as follows.

1.   DEFINITIONS AND INTERPRETATION

1.1   DEFINITIONS

Unless the context requires otherwise, the capitalized terms used in this Agreement shall have the following meanings:

"**Account**" means the service account or dashboard user registered by the Merchant on the Website or any other designated channels.

"**Applicable Law**" means all laws, statutes, orders, decrees, injunctions, and regulations of any Authority having jurisdiction over the matter in question.

"**Arbitration Fee**" means fee levied by Card Networks for raising a Dispute to be evaluated and decided upon by the Card network.

"**Authority**" means (a) the government, or any ministry, department or political subdivision thereof; (b) any court of law, tribunal, judicial, administrative or similar authority; (c) any instrumentality, agency, authority, committee, commission or other entity, under the direct or indirect control of the government or any ministry department or political subdivision thereof; or (d) any independent regulatory authority or body established under any Applicable Law.

"**Balance**" means the sum equal to the Transaction Amount less the Service Fee, applicable taxes, including platform fee, and Arbitration Fee.

"**Business Day**" means a day (other than Saturday, Sunday or bank/financial institution holiday in Thailand on which commercial banks and/or financial institutions are open for general business in Thailand.

"**Card Networks**" means a party that administers card schemes including but not limited to Visa, MasterCard, JCB, American Express, Diners and ITMX).

"**Confidential Information**" means the terms and conditions of this Agreement and any information relating to the disclosing Party's business, marketing and promotional plans or other products or materials, research, analysis, trade secrets, business development and, sales data, organizational arrangements, business plans, , client lists, financial data, and information relating to the financial position and assets or liabilities of the disclosing Party which the receiving Party has acquired or to be

acquired from the disclosing Party on or before entry into this Agreement, during the terms of this Agreement or during the provision of Service hereunder.

"**Customer**" means a person purchasing the Goods and Services offered by the Merchant on the Platform.

"**Dispute**" means any payment dispute occurring when a cardholder denies a transaction due to various reasons (including but not limited to fraud-related disputes, authorization-related disputes, processing errors or consumer disputes), and the cardholder requests the financial institution to reverse the payment. This definition includes a chargeback case, in which the Customer requests the card issuer to make a chargeback (sending the funds back from the Merchant to the Customer).

"**Goods and Services**" means goods and services offered on the Platform and purchased or to be purchased by the Customer.

"**Holding Period**" means a period during which the Balance shall be held by Omise and designated as On-hold Balance which shall be stipulated in Terms and Conditions unless agreed by the Parties in Schedule or separate proposal.

"**KYC**" means know-your-customer and customer due diligence procedures in accordance with the Applicable Law, rules and regulations of the Authority, Source of Fund and Omise's risk policy. It includes the process before accepting of the Merchant or any re-checking process during the term of this Agreement.

"**On-hold Balance**" means the non-transferable Balance held by Omise during the Holding Period and/or agreed by the Merchant as the Reserved Balance.

"**Platform**" means the website (URL), online store, any type of e-commerce platform, social media pages, mobile application or any channel which the Merchant uses to offer Goods and Services to its Customer.

"**Personal Data**" means any Information which directly or indirectly relates to or can identify an individual or (as the case may be) any director, shareholder and/or representative of such juristic person.

"**Privacy Policy**" means the privacy policy of Omise published on the Website including any amendment thereof.

"**Reserved Balance**" means the terms in addition to this Agreement which may be agreed at any time by both Parties concerning (a) regardless of the Holding Period, the additional On-hold Balance up to the amount that covers the amount of Disputes, fraud, chargebacks, refunds, or any type of reversed payment arising from the purchase of Goods and Services made by a Customer or any person on the Platform or any other payments owed by the Merchant to Omise, or (b) the additional reserved amounts additionally requested for Selected Payment Method.

"**Selected Payment Method**" means any payment method selected or notified by the Merchant to Omise at the time of Account registration or thereafter which the Merchant agrees to be additionally bound by the Terms & Conditions published on the Website.

"**Service**" means services in relation to receipt of electronic payment for and processing of the Transaction Amount on behalf of the Merchant and transfer of the Transferable Balance to the Merchant.

"**Service Fee**" means the rate or percentage of service fees charged by Omise as specified in Terms and Conditions unless agreed by the Parties in this Schedule for each Selected Payment Method as agreed by the Merchant in the form of separate proposal or addendum.

"**Source of Fund**" means commercial banks, issuing banks, card acquirer, financial institutions, debit, credit card or electronic Card Networks or associations, electronic money or wallet operators

and/or any other payment service providers whose payment options or methods have been integrated with Omise's system in providing the Service to the Merchant.

"**Terms & Conditions**" means separate terms and conditions of each Selected Payment Method or feature(s) available on the Website and may be updated by Omise from time to time.

"**Transaction Amount**" means a price or value of Goods and Services purchased or transacted each time by a Customer on the Platform.

"**Transferable Balance**" means the Balance which can be withdrawn by the Merchant after the Holding Period has passed and/or Omise has released the Merchant from the obligation to hold the Reserved Balance (if any).

"**Website**" means Omise's official website at https://www.opn.ooo/ or any other URL or social media or other channels which Omise will make available thereafter.

1.2 INTERPRETATION

In this Agreement, unless context otherwise requires:

(a) words importing the singular including the plural and vice versa;

(b) words "he" or "his" shall be interpreted to include the masculine and feminine, "it" or "its" shall be interpreted to include corporate, other entity or trust form.

2. SERVICE AND SERVICE FEE

2.1 Omise shall provide the Merchant with the Service in accordance with this Agreement and the Applicable Law, provided that Omise may, at its sole discretion, refuse to provide the Services if Omise suspects that the Merchant fails to act in compliance with Clause 3.1, 3.2 and 3.3.

2.2 Subject to the terms and conditions hereof and applicable laws and regulations and to the extent that the Payment Card Industry – Data Security Standard ("**PCI-DSS**") requirements are applicable to the Services:

(a) Omise is responsible for the security of cardholder's data that Omise possesses or otherwise stores, processes, or transmits on behalf of the Merchant, or to the extent that they could impact the security of the Merchant's cardholder data environment; and

(b) Omise will maintain all applicable PCI-DSS requirements to the extent Omise possesses or otherwise stores, processes, or transmits cardholder data on behalf of the Merchant, or to the extent that they could impact the security of the Merchant' cardholder data environment.

2.3 The Merchant agrees that the Service Fee shall be calculated on the Transaction Amount and shall be immediately deducted by Omise after transaction(s) made by the Customer has been successfully charged and captured. The Balance shall be shown in the Account and the Merchant shall request for withdrawal or transfer of any Transferable Balance.

2.4 During the period of this Agreement, Omise reserves the right to amend the rate of Service Fee by giving at least thirty (30) days advance notice to the Merchant, provided that such amendments will be limited to a maximum increase of 1% of the current rate within any 12-month period, and may only be made in response to changes in operational costs, regulatory requirements, or other substantial business factors. This notice of amendment shall be deemed an integral part of this Agreement.

2.5 The Merchant shall be solely responsible for the value added tax (VAT), stamp duty and other taxes (including surcharges, fine and other penalties) imposed under the Applicable Law in connection with this Agreement and the Service hereunder.

2.6 In the event that the Merchant is required by the Applicable Law to withhold and submit withholding tax to the Revenue Department, the Merchant, by executing this Agreement, hereby appoints Omise as its authorized representative to withhold and submit withholding tax from the Service Fee(s) that Omise has received in accordance with the provision of Service hereunder to the Revenue Department on the Merchant's behalf.

2.7 The Merchant shall be solely responsible for bank transfer fee at the rate published on the Website in relation to withdrawal or transfer of the Balance out of the Account, including the fee of Bank of Thailand Automated High-value Transfer Network (BAHTNET) as determined by the destination bank, and any charges of the destination bank arising due to the withdrawal or transfer of the Balance out of the Account, unless agreed otherwise by the Parties. The foregoing fee shall be automatically deducted from the Balance which the Merchant requests to withdraw or transfer from the Account each time.

3. MERCHANT'S RESPONSIBILITIES

3.1 *Account Security*. The Merchant shall be solely liable for any action completed in its Account and shall not assign, give away or disclose any detail, username, password, API key or other security tools to any person other than the person(s) authorized by the Merchant to manage the Account and Platform.

3.2 *Sale of Non-Restricted Goods and Services*. The Merchant shall only offer or sell to the Customer the Goods and Services which the Merchant has notified and approved by Omise during the KYC or thereafter, *provided that* such Goods and Services (a) are not restricted under the list of prohibited goods and services available on the Website which may be amended from time to time, (b) are not illegal or resulting from any illegal activity, violation of any Applicable Law or rules of the Source of Fund and (c) are not in contrary to public order or good morality and (d) are provided by the Merchant and not by a third party unless otherwise expressly permitted by Omise.

3.3 *Use of Service*. The Merchant shall not use the Service for (a) any illegal or fraudulent activity/transaction, (b) issuing any receipt without actual sales or advancing any Transaction Amount and expenses on behalf of the Customer and request for such amount from Omise or the Source of Fund.

3.4 *Report of Illegal Activity*. The Merchant shall promptly report Omise of and prevent any illegal, suspicious or fraudulent transaction made on the Platform and shall cooperate with and support Omise on investigating, information preparing, handling and resolving of such illegal, suspicious or fraudulent transaction.

3.5 *Fair Treatment*. The Merchant shall:

(a) equally treat Customer who pays by using the Service on the Platform and shall not restrict any Customer from using any payment method made available by Omise on the Platform;

(b) not set minimum or maximum Transaction Amount or not reject any payment unless the merchant deems that transaction to be suspicious unless otherwise set by Omise or in accordance with Omise's guideline.

(c) not divide a Transaction Amount into two or more payment transactions to avoid any confusion, Dispute, or reverse payment which may be raised or inquired by the Customer.

3.6 *No Service Fee Shifting*. Unless expressly allowed by the Source of Fund, the Merchant shall not charge or shift the obligation to pay the Service Fee on the Customer. If the Merchant charges or has charged such Service Fee, any necessary fee or expense on the Customer, the Merchant shall immediately return to the Customer the amount equal to such Service Fee, unnecessary fee or expense.

3.7   *Relationship between Merchant and Customer Only*. The Merchant acknowledges and agrees that:

(a)   the rights and obligations between the Merchant and the Customer in relation to the sale and purchase of Goods and Services on the Platform, delivery of Goods and Services, quality, specification and quantity of the purchased Goods and Services (including defects, errors, replacement, cancellation or return of Goods and Services) and refunds occurred therefrom are bound only by the Merchant and the Customer under an agreement, arrangement or obligations between them or under the Applicable Law;

(b)   Omise shall not have any liability, responsibility or obligation to and against the Customer due to any circumstance arising from or out of the foregoing Clause 3.7(a);

(c)   The Merchant shall be solely responsible for and handle all claims, complaints or disputes made by the Customer in respect of the Goods and Services paid by using the Service and shall not cause Omise to be involved in any of such claims, complaints or disputes.

3.8   *Retention of Transactional Record*. The Merchant shall:

(a)   safekeep and retain all transactional records, data and documents in relation to the details of Goods and Services sold to the Customer on the Platform not less than 12 (twelve) months from the transaction date which include at least name, address and contact detail of the Customer, delivery status of Goods and Services, date of transaction, warranties, detail of refund made by the Customer, authorization result, payment result, payment receipts, transaction number, receipt or relevant vouchers, messages or correspondence in any form transacted a Customer on the Platform;

(b)   upon request of Omise, Source of Fund or any Authority or any stakeholder, promptly provide Omise, the Source of Fund, Authority or such stakeholder with the foregoing transactional record, data and/or supporting document for their examination.

The Merchant agrees and consents that Omise may provide the Source of Fund or the Authority with the Merchants' transactional records, data and/or documents safekept on Omise's system, which the Merchant confirms that such transactional record, data and/or document are true, complete and accurate.

3.9   *Merchant's Cooperation*. The Merchant shall:

(a)   upon request of Omise or any Authority, fully cooperate, grant access or provide certain information to Omise, the Source of Fund, the Authority or any of their representatives, agents, officers, employees, consultants or advisors to inspect, examine and verify the terms and conditions of sale or provision of Goods and Services, carry out audit or investigation on the Goods and Services whether they are consistent with the legality and detail of Goods and Services declared by the Merchant to and approved by Omise during the KYC.

(b)   acknowledge that in providing the Service hereunder, Omise has its obligations under the agreement entered with the Source of Fund, and upon Omise's request, agree to take any necessary actions as may be required from time to time by the Source of Fund.

(c)   acknowledge that Omise can check, inspect and monitor the Merchant's Platform to meet brand risk monitoring requirements of Source of Fund.

(d)   promptly update Omise of any change made to the Merchant's information given during the KYC.

(e)   (if a non-card Transaction Amount has been made by Customer equal to or exceeding THB 500,000 (Five Hundred Thousand Thai Baht) provide Omise with all of the following Customer's informations for KYC process:

(i)   full name;

(ii)   date of birth;

(iii)   identification number - Thai Identification Card number (in case of Thai Customer) or passport number (in case of foreigner Customer);

(iv)   address - address as stated in Thai Identification Card or household registration and present address (in case of Thai Customer), or home country and present address (in case of foreign Customer);

(v)   contact information (i.e. telephone number and/or email address);

(vi)   identity proof (i.e. a copy of Thai Identification Card (in case of Thai Customer) or a copy of Passport (in case of foreign Customer) certified true copy by the Customer); and

(vii)   occupation (i.e. position, company's name and company's address having at least district and sub-district information).

4.   BANK ACCOUNT AND PAYMENT PROCEDURE

4.1   After the Source of Fund or Omise has authorized the processing of Transaction Amount, the amount of the Balance shall be evidenced and shown in the Account. The Merchant shall request for a withdrawal or transfer of all or any part of the Transferable Balance to the Merchant's bank account, or designated recipient account(s) opened with a reputable commercial bank in Thailand.

4.2   The Merchant shall promptly notify Omise of any change to the Merchant's bank account, provide Omise with the evidence of the replaced bank account and shall not implement or proceed with any change of use the replaced bank account, unless it/he has obtained a confirmation from Omise.

4.3   If the On-hold Balance is shown in the Account as negative balance, the Merchant shall deposit or transfer to Omise's designated bank account of such shortfall or negative balance within 3 (three) Business Days from the date on which Omise requests the Merchant to proceed as such and (if necessary) Omise may deduct from On-hold Balance or Reserved Balance of any amount owned by the Merchant to Omise.

If the Reserved Balance (if any) is lower than the amount agreed between the Parties, the Merchant agrees and acknowledges that settlement funds owed to the Merchant from processing other transactions shall be deducted and collected to the Reserve Balance until the Reserved Balance equals to the amount agreed between the Parties.

4.4   There will be no interest of any type of benefits accrued on the On-hold Balance or the Reserved Balance.

4.5   The Merchant understands and agrees that after Omise successfully transfers any and all of the Transferable Balance as instructed by the Merchant, Omise shall be released and discharged from any liability in connection with such transfer.

5.   PERSONAL DATA PROTECTION

5.1   Omise shall collect and maintain the Merchant's information including information which directly or indirectly relates to or can identify an individual ("**Personal Data**") of the Merchant or (as the case may be) any directors, shareholders, representatives of the Merchant. Omise shall retain such Personal Data during the term of this Agreement and to the extent required by Applicable Law. Omise shall not share the Personal Data of the Merchant and/or any of the Merchant's directors, shareholders or representatives without the consent of Merchant, unless otherwise stated under the Privacy Policy.

5.2 In providing the Service, Omise will process certain Personal Data of the Customer or any individuals using the Selected Payment Method through the Merchant's Platform including collecting of payment card numbers, expiration dates, name of cardholders, security code, phone number, email, IP Address and device information and retaining of payment history of each Customer and its/his payment. Omise may be required to share any of such Personal Data periodically or upon request of Source of Fund which shall be strictly secured as per data security standard (PCI-DSS) and/or any industry standard prescribed by each Source of Fund.

Omise's processing and sharing of Personal Data shall be explained and updated, from time to time, in the Privacy Policy and Omise shall adhere to the limitations of collection, storage, and retention specified therein.

5.3 Omise may delegate any third-party processor to perform processing of Personal Data of the Customer on behalf of Omise. In this regard, Omise shall ensure that such third-party processor complies with the Applicable Law and the Privacy Policy and implements industry standard for processing of the Personal Data. If the Merchant or any Customer is suffering from any damage arising from or in connection with the processing of the Personal Data of the third-party processor delegated by Omise, Omise shall be fully responsible for such damages suffered by the Merchant or the Customer respectively.

5.4 Upon reasonable request of the Merchant or the Customer to access, to change, to rectify, to remove or to object his/her Personal Data, Omise shall promptly proceed with certain request on Personal Data in compliance with Omise's Privacy Policy, *provided that* Omise is unrestricted by any Applicable Law to proceed with such request.

5.5 The Merchant has its obligation to comply with the Applicable Law including but not limited to the Personal Data Protection Act (PDPA) and the local personal data protection law as the controller of the Personal Data of its Customer. The Merchant shall acknowledge and/or appoint any responsible person to advise the updated knowledge on the applicable data protection laws and implement at least the following:

(a) protecting the Personal Data of the Customer and securing such Personal Data by using appropriate means (such as, encryption or pseudonymization);

(b) informing the Customer and/or publishing his/its own privacy policy prescribing the details and lists of Personal Data collected by the Merchant, the purpose of such collection, the location where the Personal Data is stored, sharing of such Personal Data (which must include at least sharing part of the Personal Data to Omise for payment processing purpose) and processing of such Personal Data solely to the extent and for the purpose expressly indicated or communicated by the Merchant;

(c) informing the Customer of their rights as regards the right to access, rectify, export, delete of their Personal Data;

(d) requesting explicit consent from the Customer, in the circumstances where the explicit consent is required, which can be done via electronic method, before saving the Personal Data of such Customer to the Merchant's account; and

(f) (in case of electronic card) not storing, processing, exchanging or transmitting sensitive data, cardholders' data and/or Personal Data received by the Merchant to any other website or platform, through email, postal mail, telephone or any other methods of communication, or not filling out or proceeding with any checkout activities on the Merchant's Platform on behalf of the Customer unless the Merchant is a certified PCI-DSS payment processor for the foregoing purpose and agrees to annually share with Omise the documentation in relation to the Merchant's card flow and the PCI-DSS Attestation of Compliance (AOC).

In case of the breach(es) of Personal Data of Customer, the Merchant shall report such data breach(s) to the Authority and notify the Customer of such data breach(es).

6. **PROPRIETARY RIGHTS**

The Merchant agrees that any intellectual property rights, data and other proprietary information (including inventions, know-how, copyright, patent, trademarks, service marks, trade secret, source code, computer software, database, configuration and other proprietary rights) used to provide the Service hereunder shall remain the property of Omise. Nothing in this Agreement shall grant, transfer or license to the Merchant of any intellectual property, intellectual property rights or proprietary rights, except the use of any intellectual property or rights in obtainment of our Service under this Agreement.

7. **CONFIDENTIALITY**

7.1 The receiving Party shall keep the Confidential Information confidential and shall not, at any time without the prior written consent of the disclosing Party, use or disclose such Confidential Information to any person other than the responsible employee, representative, agent and advisor of the receiving Party on a need-to-know basis or for any purpose other than that allowed under this Agreement.

7.2 Clause 7.1 does not apply to:

(a) any information that is or becomes a part of the public domain without any action by or involvement of the receiving Party;

(b) any Confidential Information that is required to be disclosed pursuant to any Applicable Law or requested by the Authority or the Source of Fund;

(c) any Confidential Information that is required to be disclosed pursuant to any order or direction issued by any court or tribunal of competent jurisdiction or in connection with any legal proceedings between the Parties.

7.3 The Parties acknowledge and agree that any breach of the terms of this Clause 7 may result in irreparable harm to the disclosing Party for which damages would not be an adequate remedy, and that the disclosing Party shall, in addition to any other relief or remedies available under Applicable Law, be entitled in respect of any actual or threatened breach of the obligations under this Agreement to seek equitable relief (whether in the nature of injunction, specific performance and other equitable relief) without having to provide any form of security, and that the receiving Party shall not object to the granting of such equitable relief on any grounds.

7.4 This Clause 7 remains valid and enforceable for 2 (two) years after the expiry, suspension, or termination of the Agreement (as the case may be).

8. **MARKETING ACTIVITY**

8.1 The Merchant agrees and grants consent that Omise and Source of Fund is entitled to advertise, publish or present the name, trade name, trademark or other symbol of the Merchant as a user of the Service provided by Omise or a participant of Omise's specific marketing campaign(s) on its Website, media, articles, publication, platform or network and the Merchant shall procure Omise with its trade name, trademark or other symbol to proceed with the foregoing purpose.

8.2 The Merchant shall use its best effort to cooperate with Omise in relation to other marketing activities, the details of which shall be further agreed between the Parties.

9. REPRESENTATION

9.1 The Merchant represents that:

(a) he/it obtains applicable license(s) to operate the business and has legal capacity to enter into and be bound by this Agreement; and

(b) he/it has not been sanctioned or restricted to use the Service or under any sanction list of any government or international organization; and

(c) no order, petition, receivership order, business rehabilitation, and winding up has been filed, proceeded or appointed against the Merchant; and

(d) all information including information provided by the Merchant (including but not limited to the Merchant's personal or corporate information and details of Goods and Services sold or to be sold on the Platform) are accurate, complete, correct and updated information of the Merchant; and

(e) all documents provided by the Merchant have been signed and certified true copy by the Merchant or any person who has been authorized and appointed by the Merchant, or in case the merchant is the juristic person, such documents are signed by the authorized signatory and affixed with the seal of juristic person (if any) in accordance with documents submitted by the Merchant during KYC; and

(f) the Merchant has carried out the lawful business including sale of Goods and Services, has been duly licensed under the Applicable Law and has not involved or is part of the illegal business group or organized crime syndicate.

9.2 Omise represents that it is a service provider licensed by the competent government authority and has legal capacity to enter into and perform the Service under this Agreement.

10. INDEMNIFICATION

10.1 The Merchant shall fully indemnify, compensate, defend and hold harmless Omise from and against all liabilities, losses, damages, attorney's fee, court costs and other expenses that arise out of or result from:

(a) breach(es) of the Merchant's obligations or representation under this Agreement or the Terms & Conditions, or violation of any Applicable Law or rules of the Source of Fund; or

(b) Any claims or charges imposed on Omise by the Authority, Source of Fund, the Customer or any person in relation to the breach of this Agreement, violation of any applicable law or regulation of the Source of Fund, payment or attempt of payment for Goods and Services and/or our Transaction Amount on the Platform or by using our Service and/or any fraudulent, illegal activity or alleged illegal activities made by any person using any part of our Service ("**Third-Party Claim**").

10.2 In the event that Omise is subject to any Third-Party Claim, the Merchant shall defend Omise from such Third-Party Claim at the Merchant's own costs. In case the Merchant fails to comply with the foregoing, or Omise is not satisfied with the defense made by the Merchant, Omise shall have the rights at its sole discretion to appoint lawyers in order to defend such Third-Party Claim and in such event, the Merchant shall be liable (and fully reimburse Omise) for all costs and expenses (including lawyers' fees) incurred by Omise within 5 (five) Business Days of request therefrom and failure to pay such amounts shall be subject to interest charged at 15% (fifteen percent) per annum from the date of such request until the payment has been made in full.

10.3 If the Merchant is defending any Third-Party Claim pursuant to Clause 10.2 it/he shall (a) at all time keep Omise informed as to the status of such Third-Party Claim and shall promptly send Omise copies of all notices, pleadings and other communications

sent or received to the Merchant, and (b) obtain prior written consent of Omise before any compromise, settlement or disposition of such claim.

11. LIMITATION OF LIABILITY

11.1 The Merchant acknowledges and agrees that Omise shall provide the Service on an as-is and as-available basis. Omise makes no representations, warranties, or undertakings (whether expressed or implied) regarding the Service, any content of the Website or otherwise relating to the Agreement. All representations, warranties and undertakings of accuracy, reliability (system or otherwise), merchantability, satisfaction, quality, fitness for a particular purpose and non-infringement, are expressly excluded or disclaimed to the fullest extent permitted by Applicable Law.

11.2 Subject to Clause 11.3, Omise shall be liable against the Merchant if Omise breaches or violates this Agreement. Omise shall not be liable for any loss, damage or Transaction Amount or any consequences resulting from the Merchant's failure to comply with this Agreement.

11.3 In no event shall the aggregate liability, compensation or damages of Omise under this Agreement exceed the amount of the Service Fee collected from the Merchant during the 12-month period preceding the date of any claim.

11.4 No Party shall be liable for any indirect, incidental, special, exemplary, consequential, punitive damages (including without limitation to loss of business or business opportunity, goodwill, revenue, profits, data or other economic benefits) which may be suffered by the other Party.

12. Omise RIGHTS

12.1 During the term of this Agreement, Omise may, at its sole discretion, immediately suspend or block all or any part of the Service or any function of the Account with immediate effect and without prior notice to the Merchant if:

(a) the Merchant breaches or violates any provision of this Agreement (including its/his representation), the Terms & Conditions, the Applicable Law or rule of the Source of Fund;

(b) Omise has examined the Account and found that the Account has unacceptable negative balance, excessive refund, Dispute or reversed payment;

(c) there have been fraudulent activities transacted by the Customer or any person on the Platform or there is a system alert of suspected, illegal, or high-valued transaction coming through the Account which Omise deems that such activities or transaction(s) are not a normal course of the Merchant's business or offer for sale of Goods and Services;

(d) there is any claim or suspension notice in relation to the Account given through Omise by the Source of Fund or the Authority.

12.2 In case Omise finds that there is no transaction completed through the Account for 6 (six) consecutive months, Omise may contact the Merchant and block the Merchant from any activities on the Account regardless of whether there is any remaining Balance in the Account.

13. TERM AND TERMINATION

13.1 This Agreement shall be valid and enforceable from the date of this Agreement unless and until the occurrence of any of the following events:

(a) either Party serves to the other Party at least 14 (fourteen) days' prior written notice declaring its/his intention to terminate this Agreement;

(b) a Party may terminate this Agreement by serving a written notice to the other Party:

    (i) if the defaulting Party breaches or has breached any provision of this Agreement, Terms & Conditions, violates or fails to comply with any Applicable Law or rules of the Source of Fund, and such breach has not been remedied within 7 (seven) days from the date of receipt of such notice.

    (ii) if a Party becomes insolvent, winding up, under any receivership order, bankrupt, business rehabilitation process, enter into any arrangement with its/his creditor(s); or

    (iii) there is any claim or suspension notice in relation to the Account given through Omise by the Source of Fund or the Authority.

13.2 Omise shall cease providing the Service to the Merchant and reserves its right to block the withdrawal or transfer function of the Merchant's Account. The Merchant agrees that:

(a) in case there is any Balance remaining in the Account after the effective date of termination, such remaining Balance may be, at its sole discretion of Omise, safekept in the Account for up to 12 (twelve) months from the date of the last transaction and Omise has the right to offset the Balance with any refund, Dispute, reversed payment or any other costs and expenses arising due to the Transaction Amount after termination;

(b) in case the remaining Balance under Clause 13.2(a) is insufficient or there is no Balance remained in the Account, the Merchant shall, within 3 (three) Business Days, transfer the amount requested by Omise to further handle with the any refund, Dispute, reversed payment or any other costs and expenses arising due to the Transaction Amount after termination.

13.3 The Merchant shall cease to use the other Party's intellectual property or any other proprietary rights after the effective date of termination.

13.4 Termination under this Agreement shall not affect the right of either Party accruing prior to the date of termination. In the event that the termination of this Agreement is caused by the failure or breach of this Agreement of a Party, the non-defaulting Party shall be entitled to claim against the defaulting Party.

13.5 The obligations under Clause 2.5, 3.7, 3.8, 3.9(a), 3.9(b), 4, 5, 7, 10, 11 and 13 shall survive termination.

14. MISCELLANEOUS

14.1 *Notice*. Any notice or other communication hereunder shall be made in writing, and shall be delivered by hand, registered mail or email to each Party at the address and contact details given by each Party. Notice and other communications shall be effective upon receipt (if sent by hand), on the next Business Day (if sent by email) and on the date of receipt shown on the advice of receipt (if sent by registered mail).

The Merchant may also contact Omise through specific communication channels prescribed on the Website (e.g. email address, and call center, support team, data protection officer, etc.) in relation to any concern, inquiries, claims or other issues concerning the Service.

14.2 *Entire Agreement*. This Agreement contains the entire agreement between the Parties with respect to the subject matter thereof and supersedes any and all prior and contemporaneous written and oral agreements, proposals or negotiations pertaining to the subject matter thereof. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

14.3 *Heading*. The section headings appearing in the Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

14.4 *Relationship.* Nothing contained in this Agreement shall be construed or have effect as constituting any relationship of employer and employee, work status, agency, partnership or joint venture between the Parties.

14.5 *Assignment.* Neither Party may assign or transfer the rights, benefits or obligations under this Agreement or any part thereof without the written consent of the other Party.

14.6 *Amendment*.

(a) Neither Party shall be bound by any modification or amendment of this Agreement or any waiver of any provision hereof unless such modification, amendment or waiver is set forth in a written agreement signed by both Parties.

(b) The foregoing shall not apply in case Omise (i) is compulsory required by the Authority, the Applicable Law, the Source of Fund to amend certain terms and condition herein including update of the Terms & Conditions, (ii) develop, enhance, remove or modify all or any part of core system or function of the Account, including any feature or software in relation to enhance the provision of the Service hereunder ("**Core System**"), and (iii) develop, enhance, remove or modify any system or function of the Account apart from Core System, provided that such amendment or modification shall not crucially affect the Core System.

In case of any amendment or modification arising out of Clause 14.6 (b)(i) and 14.6 (b)(ii), Omise shall inform the Merchant at least 30 (thirty) days before such amendment or modification shall be effective. After the 30-day period has passed, such amendment or modification shall be deemed agreed by the Merchant.

In case of any amendment or modification arising out of Clause 14.6 (b)(iii), Omise shall, at its sole discretion, develop, enhance, remove or modify the system or function at any time without the prior notice.

14.7 *Force Majeure*. No Party shall be liable for any failure or delay in performance of obligation caused by any circumstances beyond control of each Party including any event that the happening or pernicious results of which could not be prevented even through a person against whom it happened or threatened to happen were to take such appropriate care as might be expected from him in his situation and in such condition and acts of God, acts or war (declared or undeclared), hostilities, riot, civil commotion or unrest, military action, insurrection, epidemic, fire, pandemic, flooding, incendiarism, explosion, embargo, acts of government, strikes, lock-outs, other disturbances, change of Applicable Law or internet connection failures, except that nothing in this clause will affect the Merchant's liabilities and obligations regard to any Dispute, chargebacks and refunds.

14.8 *No Waiver.* Except as otherwise provided in this Agreement, failure on the part of either Party to exercise or enforce any of its/his right thereunder, or to insist upon strict compliance by the other Party with any of the terms and conditions thereof, shall not be deemed as a waiver of such right, in whole or in part. No provision of this Agreement shall be construed to be a waiver by either Party of any rights or remedies such a Party may have against the other Party for failure to comply with the provisions of this Agreement.

14.9 *Severability*. If any term or condition of this Agreement is void, invalid, unlawful or unenforceable, all remaining terms of this Agreement shall remain in full force and effect.

14.10 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of Thailand. Any dispute arising from or in connection with this Agreement shall be submitted to the competent court in Thailand.

Omise Co., Ltd.

Signature _____
(Jitsupa Cheowit)
Country Manager

[Name of Merchant]

Signature _____
(signatory's name)
Authorized Director

OMISE

SCHEDULE A: SERVICE FEE(S)

I: Monthly or One Time Fees

Fee Description	Rate
Joining Fee Upon Go-Live (once-off)	Waived
Monthly Minimum Fee (monthly)	Waived

II: Per Transaction Fees

Payment Method	Rate
Gateway Transaction Fee	Waived
Electronic Card Service	
Alipay Online Service	
Alipay Offline Service	
Pay with Points Service	
True Money Wallet Service	
Bill Payment Service	
PromptPay QR Payment Service	
Installments Service	
WeChat Offline	
Rabbit Line Pay Service	
*Direct Debit	

*Direct Debit Payment Method - Merchant Acknowledgment and Obligation

As a condition of enabling the Direct Debit payment method, the Merchant acknowledges and agrees that it is obligated to obtain explicit consent from the Customer before any direct debit deductions (both one-time and recurring) are made from the bank accounts of the Customer for the payment of goods and services. This obligation is required under the terms of the bank's policies and ensures compliance with applicable laws and regulations. The Merchant must implement appropriate measures to secure such consent and maintain records of the customer's authorization for future reference.

Failure to comply with this obligation may result in suspension or termination of the Direct Debit service, and the Merchant may be held liable for any associated legal or financial consequences.

III: Withdrawal Fee

Fee Description	Rate
Withdrawal Fee	30 THB if withdrawal amount is less than or equal to 2,000,000 THB 150 THB if withdrawal amount is more than 2,000,000 THB, excluding the fee of Bank of Thailand Automated High-value Transfer Network (BAHTNET) as determined by the destination bank.

Remark: Service Fee as stated in Schedule A shall prevail the Terms and Conditions.

SCHEDULE B: HOLDING PERIOD

Payment Method	Holding period (days)
Electronic Card Service	
Alipay Online Service	
Alipay Offline Service	
Pay with Points Service	
True Money Wallet Service	
Bill Payment Service	
PromptPay QR Payment Service	
Installments Service	
WeChat Offline	
Rabbit Line Pay Service	

Remarks: Holding Period as stated in Schedule B shall prevail the Terms and Conditions