

Terms and Condition of Accepting Payments for Opn Payments' Merchants – Opn Payments Thailand

Definitions

In this Terms and Conditions, unless the context specifically requires otherwise or unless otherwise defined herein, capitalized terms shall have the same respective meaning as set out and defined in the Merchant Service Agreement:

1. **“Internet Banking Service”** means the Service provided by Opn Payments in relation to processing and collection of Transaction Amount from a Customer via Internet Banking on behalf of the Merchant.
 - a. **“Internet Banking”** means an electronic payment system provided by the commercial banks or financial institutions that enables the Customer to pay for Goods and Services through Merchant's online channel(s)/platform(s).
2. **“Alipay Services”** means the Service provided by Opn Payments in relation to processing and collection of Transaction Amount from a Customer's Alipay Wallet on behalf of the Merchant.
 - a. **“Alipay”** means a payment service provider by Alipay.com Co., Ltd. providing the services in relation to processing of payment made by Customer through Alipay Online and/or Alipay Offline Payment service, a company incorporated under the law of China with its office located at Room 1701-1708 17th floor, 501 Middle Yincheng Road, China (Shanghai) Pilot Free Trade Zone.
 - b. **“Alipay Wallet”** means digital wallet operated by Alipay, which has stored value and enables the Customer to make payment for Goods and Services on the Merchant's Platform.
 - c. **“Alipay Online”** means a payment method initiated by the Customer through the Merchant's Platform for the payment of Goods and Services via the Alipay Wallet.
 - d. **“Alipay Offline”** means a payment method initiated by the Merchant by scanning barcode or other machine-readable format generated in Customer's portable devices with machine-readable medium to enable Customer to make payment of Goods and Services via Alipay Wallet.
3. **“WeChat Services”** means the Service provided by Opn Payments in relation to processing and collection of Transaction Amount from a Customer via Wechat Pay on behalf of the Merchant.
 - a. **“WeChat Pay”** means a payment system and funds transferring services provided by Tenpay Payment Technology Co., Ltd. via Wechat Native Payment (“Wechat Online”) or Wechat Quick Pay (“Wechat Offline”) Payment service, a company incorporated under the laws of China with its office located at Tencent Building, Kejizhongyi Avenue, Hi-tech Park, Nanshan District, Shenzhen 518057.
4. **“Electronic Card Payment Service”** means the Service provided by Opn Payments in relation to payment receiving and processing of Electronic Cards made by the Customer for the Transaction Value to the Merchant through the Platform.
 - a. **“Arbitration Fee”** means fee levied by Card Networks for raising a Dispute to be evaluated and decided upon by the Card Network.
 - b. **“Cardholder Authentication”** or **“3DS”** means a protocol that enables cardholders to authenticate themselves with their issuing bank when making card not present (CNP) transactions. The additional security layer helps reduce fraudulent transactions.
 - c. **“Card Acquirer”** means a third-party entity, including but not limited to a bank or financial institution that receives and processes the Customer's Electronic Card payment information and remit payment funds on behalf of Opn Payments or Customer.
 - d. **“Cut-off Time”** means the cut-off time agreed by the Card Acquirer and Opn Payments for settlement of Customer's transaction.

- e. **“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.
 - f. **“Electronic Card”** means an electronic card (including but not limited to credit card or debit card) issued by service providers including commercial bank, financial institution or other service providers who are the member of Card Networks, collectively, “Financial Service Provider” to its cardholder for the payment of Goods or other payment in lieu of cash.
5. **“True Money Wallet Service”** means the Service provided by Opn Payments in relation to receiving and processing of payment made by the Customer via his True Money Wallet.
- a. **“True Money”** means True Money Company Limited, a limited company registered under the laws of Thailand with its office located at 89 AIA Capital Center, Ratchadaphisek Rd, Kwaeng, Din Daeng, Bangkok, Thailand which is a licensed electronic wallet operator and the owner of True Money Wallet system.
 - b. **“True Money Wallet”** means an electronic wallet of a Customer opened and/or registered with True Money through True Money Wallet application/website which stores the value of money prepaid by the Customer or any person.
6. **“Multi-Currencies Service”** means the Service provided by Opn Payments in relation to a payment collection and transfer service for the processing of online payment by the Customer where Transaction Amount in the foreign currencies and transferred to the Merchant in local currency.
7. **“Installment Service”** means the Service provided by Opn Payments in relation to processing and collection of Transaction Amount from a Customer via Internet Banking on behalf of the Merchant.
- a. **“Installment Service Provider”** means the installment payment system to be provided by commercial banks or other financial institutions.
8. **“QR Payment Service”** means the Service provided by Opn Payments in relation to processing and collecting the Transaction Amount from the Customer on the Platform by requesting the Source of Fund response code (QR code) and presenting such QR code to the Customer for payment of Goods and Services.
- a. **“PromptPay”** means QR Payment Service made available for the Merchant, which supports Opn Payments’ platform in Thailand only.
9. **“Bill Payment Service”** means the Service provided by Opn Payments in relation to processing and collecting Transaction Amount from the Customer via the Bill Payment on behalf of the Merchant.
- a. **“Bill Payment”** means the bill in electronic form displaying a barcode or QR code or PIN Code for the payment of Goods and Services which the Customer pays in cash the Transaction Amount as specified in the bill at a counter service located in such place (the “Third Party Service Provider”) or in other methods, as determined by Opn Payments.
10. **“Pay with Points Service”** means a Service provided by Opn Payments in relation to processing of the Transaction Amount on the Platform by enabling a Customer to redeem points or rewards earned in the Customer’s credit card account, opened with a Source of Fund or Financial Institution, as the payments for the Goods and Services in accordance with the points/rewards conversion structure and formula specified by the Source of Fund.
11. **“Mobile Banking Service”** means the Service provided by Opn Payments in relation to processing and collecting Transaction Amount from the Customer via Mobile Banking on behalf of the Merchant.
- a. **“Mobile Banking”** means a service provided by the bank and/or financial institution that allows its Customer to make a payment to the Merchant by remotely using a mobile device through application provided by bank and/or financial institution for the aforesaid purpose.
12. **“Rabbit LINE Pay Wallet Service”** means the Service provided by Opn Payments in relation to receiving and processing of payment made by the Customer via his Rabbit LINE Pay Wallet.
- a. **“Rabbit LINE Pay”** means Rabbit-LINE Pay Company Limited, a limited company registered under the laws of Thailand with its office located at 127 Gaysorn Tower, Unit A, B 18th Floor Ratchadamri

Rd, Lumpini, Pathumwan, Bangkok, Thailand which is a licensed electronic wallet operator and the owner of Rabbit LINE Pay system.

- b. **“Rabbit LINE Pay Wallet”** means an electronic wallet of a Customer opened and/or registered with Rabbit LINE Pay through Rabbit LINE Pay Wallet application/website which stores the value of money prepaid by the Customer or any person.
13. **“GrabPay Service”** means the Service provided by Opn Payments in relation to receiving and processing of payment made by the Customer via his GrabPay Wallet.
- a. **“GrabPay”** means Gpay Network (T) Limited, a limited company registered under the laws of Thailand with its office located at 1550 Thanapoom Tower, New Phetchaburi Road, Makassan, Ratchatewi, Bangkok, Thailand, which is a licensed electronic wallet operator and the owner of GrabPay system.
 - b. **“GrabPay Wallet”** means an electronic wallet of a Customer opened and/or registered with GrabPay through Grab App (application) which stores the Customer’s debit and/or credit card information and value of money prepaid by the Customer or any person.
14. **“ShopeePay Service”** means the Service provided by Opn Payments in relation to receiving and processing of payment made by the Customer via his ShopeePay Wallet.
- a. **“ShopeePay”** means ShopeePay (Thailand) Co., Ltd., a limited company registered under the laws of Thailand with its office located at No. 89, AIA Capital Center, 24th Fl., Ratchadaphisek Road, Dindaeng Sub-district, Dindaeng District, Bangkok 10400, Thailand.
 - b. **“ShopeePay Wallet”** means an electronic wallet of a Customer opened and/or registered with ShopeePay through ShopeePay application, website and/or other means, which stores the Customer’s debit and/or credit card information and value of money prepaid by the Customer or any person.
15. **“Atome Service”** means the Service provided by Opn Payments in relation to (i) implementing and administrating a Atome Deferred Payment Structure made available to the Customer, (ii) performing validation checks and assessments on Customers and Merchants, (iii) managing accounts, (iv) processing and collection of Transaction Amount from a Customer via Customer payment method of his choosing.
- a. **“Atome”** means Atome (Thailand) Company Limited, a limited company registered under the laws of Thailand with its office located at 725 S-Metro Building, Level 20 Sukhumvit Road, Khlong Tan Nuea, Watthana, Bangkok 10110, Thailand.
 - b. **“Atome Deferred Payment”** means the deferred payment method and structure selected by the Customer through Atome application, website and/or other means, and to which Customer agrees to pay in accordance with the payment method and structure selected.
 - c. **“Atome Deferred Payment Structure”** means the arrangement under which the Customer gains access to a loan from the lender through Atome application, website and/or other means to pay the Merchant for the Customer’s transaction.

Terms and Conditions

These Terms and Conditions shall be an integral part of the Merchant Service Agreement.

1. **Use of Services:** For all Selected Payment Method approved by Opn Payments, the Merchant shall be entitled to use such Selected Payment Method to receive the Transaction Amount made by the Customer under the Terms and Conditions of the Source of Fund.
2. **Register on behalf:** Opn Payments may register Merchants on their behalf with a Source of Fund if instructed to do so by the Merchant. In this regard, the Merchant consents Opn Payments the right to share all necessary information with the Source of Fund for the purpose of providing the Service to Merchants, including but not limited to names, addresses, web addresses and Goods and Services offered or sold to the Customer.
3. **Use of Logos and Marks:** Upon the completion of the Merchant’s onboarding process, a Merchant may use logos and content of the Source of Fund to indicate acceptance. The Merchant agrees to comply with any instruction provided by the Source of Fund and/or Opn Payments and Source of Fund’s policies on the use of logos and marks. The Merchant allows Opn Payments to monitor the use of such logos and marks.

4. **Notification to Customer:** In providing Goods or Services through the Platform, The Merchant agrees to notify the Customer of (i) details, specification and quality of Goods, (ii) conditions and policies concerning refunds, cancellation and return of Goods, (iii) the principal address of the business, telephone number and/or email address, (iv) delivery procedures and (v) privacy policy.
5. **Request for Consent:** The Merchant agrees to request consent and authorization from its/his Customer to make a payment with the Selected Payment Method.
6. **Transaction Receipt:** The Merchant will issue a receipt with respect to the payment of the Transaction Amounts to the Customer once the payment has been completed. The receipt shall contain (i) the payment method, (ii) all details of the purchased Goods and Services (iii) amounts (iv) date of purchase and when the service is to be provided or the goods to be received and (v) cancellation or refund policies for this transaction.
7. **Providing Customer's document(s) for KYC:** In case any Transaction Amount has been made by Customer equal to or exceeding THB 500,000 (Five Hundred Thousand Thai Baht) per each transaction regardless of any Selected Payment Method(s), except for the Transaction Amount made by Customer through the Electronic Card Payment Services, the Merchant agrees to provide Opn Payments with all of the following Customer's information for KYC process within 7 days after the date of such transaction made by Customer:
 - a. full name;
 - b. date of birth;
 - c. identification number - Thai Identification Card number (in case of Thai Customer) or passport number (in case of foreigner Customer);
 - d. 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);
 - e. contact information - telephone number and/or email address;
 - f. identity proof - 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
 - g. occupation - position, company's name and company's address having at least district and sub-district information).

8. Rules related to Refunds

- a. Refund through other means than the refund function designated by Opn Payments, including bank transfer or cash, is not permitted. Exceptions apply as per the summary table below.
- b. If there is additional fee or cost as notified by Opn Payments resulting from the request to refund, such cost and fee will be borne by the Merchant.
- c. Refunded amounts will be deducted from the Merchant's Balance immediately after the request is approved.
- d. Service Fee, VAT and applicable taxes will not be refunded to the Merchant, unless the Merchant processes with Void prior to the Cut-off Time.
- e. Following rules apply depending on the Selected Method:

Alipay (Alipay Online, Alipay Offline)	- The Merchant can refund the full or partial amount of a charge within 365 (Three Hundred Sixty Five) days after the charge was created.
True Money Wallet	- the Merchant can refund the full amount of a charge within 30 (Thirty) days after the charge was created.
Electronic Card Payment	<ul style="list-style-type: none"> - The Merchant can refund a charge within 120 days after the charge was created. For some charges longer periods may be available and Opn Payments will provide guidance on request. - The Merchant can refund the full amount once or partial amounts up to five times per transaction. - If the Merchant refunds the charge before the Cut-Off Time, it will be voided. Void can only be done for the full amount.

QR Payment Service (Promptpay)	- Opn Payments does not support refunds for QR Payment Service. The Merchant has to process refunds using a different method directly with the Customer.
Citi Pay with Points	- The Merchant needs to communicate with the Customer that they must directly contact the issuing bank to process a refund.
Installments	<ul style="list-style-type: none"> - The requests to refund must be made at least 30 days prior to the ending of the installment term period. - Additional fee for refund may apply, and the fee will be notified by Opn Payments and/or the Installment Service Provider to the Merchant. Such fees shall be payable by the Merchant.
Bill Payment	- Opn Payments does not support refunds for Bill Payment Services. The Merchant has to process refunds using a different method directly with the Customer.
Internet Banking	- Opn Payments does not support refunds for Internet Banking Payment Services. The Merchant has to process refunds using a different method directly with the Customer.
WeChatPay	- The Merchant can refund the full or partial amount of a charge within 365 (Three Hundred Sixty Five) days after the charge was created.
Mobile Banking	- Opn Payments does not support refunds for Mobile Banking Services. The Merchant has to process refunds using a different method directly with the Customer.
Rabbit LINE Pay	- the Merchant can refund the full amount of a charge within 60 (Sixty) days after the charge was created.
GrabPay	- the Merchant can refund the full or partial amount of a charge within 90 (Ninety) days after the charge was created. (Credit Card only)
ShopeePay	- the Merchant can refund the full or partial amount of a charge within 180 (One Hundred & Eighty) days after the charge was created. (E-wallet and/or Direct Debit (Bank Account))
Atome	- the Merchant can refund the full amount of a charge within 60 (Sixty) days after the charge was created.

8. Transactions Expiration: The Merchant acknowledges that the Selected Payment Method may have an expiration date. if the Customer fails to pay the Transaction Amount before the Transaction request expires, the request shall be automatically revoked and the Customer cannot make any payment.

9. Maximum Transaction Amount: The Merchant acknowledges that the Selected Payment Method has a maximum transaction limit defined based on the Applicable Law and risk considerations.

10. Disputes: The Merchant accepts Opn Payments' records of transactions as conclusive and binding for all purposes.

11. Disputes with Electronic Card Payment Transactions

- The Merchant is aware that disputes can arise considerable time after a transaction is completed.
- When requested and applicable, the Merchant will provide necessary information and supporting documents in response to a disputed transaction in the time provided or decide to accept and lose the dispute. Depending on the charge, this is between 3 and 7 days after Opn Payments informs the Merchant about it. If the information is not received in a timely manner, the dispute is considered accepted and lost.

- c. The Merchant is aware that a Bank raising the dispute can reject its supporting documents as insufficient and insist. If the Merchant was to decide to request the Card Network to review the dispute for a final decision, **Filing Fees** will apply that the Merchant will need to cover.
- d. The Merchant is aware that some Disputes cannot be responded to without filing for arbitration, this includes Transactions reported to be fraudulent that were not protected by Cardholder Authentication.
- e. Disputed amounts including service fee, VAT, applicable tax and other charges may be deducted from the Merchant's Balance immediately once the dispute is received. The same amount will be returned if the dispute is won.
- f. The Merchant will cover any fees or costs in connection with such disputes. Additional fees, fines and penalties may be levied where the Merchant is determined to have excessive disputes. Be aware that if the Merchant has excessive disputes we may be forced to terminate the agreement.
- g. If the Merchant decides to terminate its/his account with Opn Payments, the Merchant is still liable for any disputes that occurred while the Merchant was accepting payments through Opn Payments.

12. Installments Service:

- a. The Installment Payment Service Provider may, from time to time, change or amend the installment interest rate (as documented in Schedule II of these Terms and Conditions) as it deems appropriate.
- b. Unless otherwise agreed by the Parties, the Merchant shall be obliged to pay any interest, commission, service fee or expenses, arising from the installment payment made by the Customer to the Merchant for the Goods and Services. In this regard, the Merchant shall authorize Opn Payments to pay or remit such Installment Service Fee of the Service Provider to the Installment Service Provider.
- c. The Merchant shall specify the installment rate on the checkout page in order that the Customer would acknowledge such rate prior to the payment of Goods and Services.
- d. After Opn Payments receives the full payment of the Transaction Amount from the Customer via the Installment Service, Opn Payments will transfer the money to the Merchant in the amount equaling the Transaction Amount minus the Installment Service Fee of the Service Provider and the Service Charges as stated in Schedule II.

13. QR Code Payments: In any event that a Customer chooses to pay the Transaction Amount via the QR Payment Service, Opn Payments shall retrieve such payment instruction and request the Source of Fund to generate specific QR code and present such QR code to the Customer on the Platform for his/her scanning for payment.

14. Bill Payment: In any event that a Customer chooses to pay the Transaction Amount via the Bill Payment, Opn Payments shall issue a bill displaying a barcode or QR code or PIN code on the bill in electronic form for the payment collection of the Transaction Amount with respect to the Transaction (the "Bill Payment").

- a. **Bill Payment Service Collection Fees:** The Customer shall be responsible for any fee (if any) charged by the Third Party Service Provider in addition to the Transaction Amount.

15. Internet Banking Service Collection Fees: The Customer shall be responsible for any fee (if any) charged by the Third Party Service Provider in addition to the Transaction Amount.

16. Pay with Points Service: In any event that a Customer chooses to pay the Transaction Amount via the Pay with Points Service, Opn Payments shall retrieve such payment instruction, and/or request the Source of Fund or Financial Institution to confirm the existence of the cardholder (being the Customer in this case), and/or convert the Transaction Amount in compliance with the points/rewards conversion structure and formula specified by the Source of Fund or Financial Institution and present the converted balance to the Customer for his/its confirmation. Upon confirmation, the so-converted points or rewards shall be redeemed from the Customer's credit card account.

- a. Opn Payments has no liability to the Merchant or the Customer concerning the redemption of points/rewards converted accurately by implementing the points/rewards conversion structure and formula of each Source of Fund or Financial Institution.

17. Multi-Currencies Service:

- a. The Merchant agrees that the actual foreign exchange rate shall be calculated by Opn Payments at the time a payment is captured, a refund is paid or a Dispute amount is deducted or returned. The actual exchange rate may be different than the quoted exchange rate provided on charge creation.
 - b. The Merchant shall request consent of the Customer to accept that the foreign exchange rate is subject to risk, resulting in loss or benefit of value because of the fluctuation of the foreign exchange rate quoted by Opn Payments.
- 18. Atome Service:** By way of utilizing Atome Service, the Merchant agrees to be bound by the terms or conditions as set forth in the Schedule IV : Atome Deferred Payment Structure attached to this Terms and Conditions and shall form an integral part of this Terms and Conditions.

19. Digital Contents:

- a. The digital contents shall have the meaning as follows;
 - i. Any gaming software sold on the internet (except for software sold in the form of a physical package such as CD, DVD or Blu-Ray)
 - ii. Any downloadable contents used for gaming software (such as expansion packs, maps, etc.)
 - iii. Digital and/or intangible goods sold in online games through online platforms, also called in-game goods
 - iv. Entertainment services in relation to motion pictures, music, games or broadcasting through the network system. This includes streaming services
 - v. E-book sold on the internet
 - vi. E-learning courses sold on the internet (except for software sold in the form of a physical package, such as CD, DVD or Blu-Ray)
 - vii. Cash card or top-up card for gaming
 - b. The interpretation of definition of Digital Contents shall be subject to the sole discretion of Opn Payments.
- 20. Service Cost:** If there is no other agreement specifying different terms, the rates in Schedule I apply.
- 21. Changes to these Terms:** The Merchant agrees that Opn Payments has the right to amend or modify these Terms and Conditions on the Website, and such amendment or modification shall be deemed agreed by the Merchant. Opn Payments will inform the Merchant on changes through the registered account email address only.
- 22.** In the event of any inconsistency, to the extent that any of the terms or conditions contained herein may contradict or conflict with any of the terms or conditions of the Merchant Service Agreement, it is expressly understood and agreed that these terms shall take precedence over and supersede the Merchant Service Agreement.

Schedule I - Service Fees

Monthly or One Time Fees

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

Per Transaction Fees

Gateway Transaction Fee	Waived
Electronic Cards, Internet Banking, Alipay Online, Pay with Points Service, Bill Payment, Installments	3.65% (Excluding 7% VAT)
Rabbit LINE Pay Wallet Services	<ul style="list-style-type: none"> 3.65% (All business categories except for Digital Contents)* 10% (Digital Contents only)* Remarks: *Excluding 7% VAT
True Money Wallet Service	<ul style="list-style-type: none"> 2.65% (All business categories except for Digital Contents)* 10% (Digital Contents only)* Remarks: *Excluding 7% VAT
Installment interest	See details in Schedule II
Alipay Offline PromptPay QR Payment Service WeChat Offline	1.65% (Excluding 7% VAT)
Mobile Banking	10 THB (Excluding 7% VAT)
GrabPay Services	2.50% (Credit Card only)* Remarks: *Excluding 7% VAT
ShopeePay Services	2.00% (E-wallet and/or Direct Debit (Bank Account))* Remarks: *Excluding 7% VAT
Atome Services	4.50% (Airlines only) 5.00% (Key Account only) 5.50% (Retail only) 6.00% (others) Remarks: *Excluding 7% VAT

Withdrawal Fee

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
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Schedule II - Installment Interest Rates

Card brand	Installment (months)	Interest (Merchant absorb)	Interest (customer absorb)
Krungsri Credit Card	3	0.80%	0.80%
	4	0.80%	0.80%
	6	0.80%	0.80%

	8	0.80%	0.80%
	10	0.80%	0.80%
Krungsri First Choice	3	1.30%	1.30%
	4	1.30%	1.30%
	6	1.30%	1.30%
	8	1.30%	1.30%
	9	1.30%	1.30%
	10	1.30%	1.30%
	12	1.30%	1.30%
	18	1.30%	1.30%
	24	1.30%	1.30%
	36	1.30%	1.30%
Kasikorn Bank (KBANK)	3	0.80%	0.65%
	4	0.80%	0.65%
	6	0.80%	0.65%
	10	0.80%	0.65%
Krungthai Card (KTC)	3	0.80%	0.74%
	4	0.80%	0.74%
	5	0.80%	0.74%
	6	0.80%	0.74%
	7	0.80%	0.74%
	8	0.80%	0.74%
	9	0.80%	0.74%
	10	0.80%	0.74%
Bangkok Bank Credit Card	4	0.80%	0.74%
	6	0.80%	0.74%
	8	0.80%	0.74%
	9	0.80%	0.74%
	10	0.80%	0.74%
Siam Commercial Bank (SCB) CITIBANK	4	0.80%	0.74%
	6	0.80%	0.74%
	9	0.80%	0.74%
	10	0.80%	0.74%
	3	0.80%	0.74%
	4	0.80%	0.74%
	6	0.80%	0.74%
	10	0.80%	0.74%

<div> <div>UOB</div> <div>TTB</div> </div>	3	0.70%	0.64%
	4	0.70%	0.64%
	6	0.65%	0.64%
	10	0.60%	0.64%
	3	0.60%	0.80%
	4	0.60%	0.80%
	6	0.50%	0.80%
	10	0.50%	0.80%

Schedule III: Holding Period:

Holding Period (all Services)	7 Days
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Schedule IV: Atome Deferred Payment Structure

Upon any use by the Merchant of the Atome Services, the Merchant shall be deemed to agree and be bound by the terms of this Schedule IV: Atome Deferred Payment Structure (“**Schedule IV**”).

1. Definitions

Unless expressly defined in this Schedule IV, capitalized terms shall have the meaning ascribed to them in the Merchant Service Agreement.

“**Applicable Law**” means all laws, orders, decrees, rules, regulations, circulars, notices or guidelines, including the requirements of any regulatory authority, having legal effect and as applicable to a Party in respect of its rights and/or obligations under this Schedule IV. These include anti-money laundering, anti-bribery, anti-terrorist financing, sanctions, data privacy, tax and consumer protection laws (as applicable).

“**Atome**” means Atome (Thailand) Company Limited or such other related or group entity responsible for providing the Atome Services to you.

“**Atome Platform**” means any websites (including any subdomains thereof), mobile applications and application program interfaces developed, maintained and operated by Atome to facilitate the provision of the Atome Services.

“**Atome Services**” means the services of (i) implementing and administering a Deferred Payment Structure made available to the Customer, (ii) performing validation checks and assessments on Customers and Merchants using the system, (iii) managing accounts and (iv) processing Transactions and requests, and allowing Customers to make payments via the Atome Platform.

“**Cancellation**” means the cancellation of a Transaction for which you have been paid or was due to be paid, initiated by Atome.

“**Customers**” means the Merchant’s customers who purchase Merchant Services via the Atome Platform.

“**Deferred Payment**” means an outstanding payment under a Deferred Payment Structure which shall be paid by the Customer as per the Repayment Schedule.

“**Deferred Payment Structure**” means the arrangement under which the Customer gains access to a loan from a lender through the Atome Platform to pay the Merchant for the Customer’s Transaction.

“**Indemnified Parties**” means Opn payments, Atome or its or their subsidiaries, partners, affiliates, employees, directors, officers, agents, representatives and/or any third parties providing services for and/or behalf of Opn Payments or Atome.

“**Merchant Funded Discounts**” means promotional payment discounts which may be granted by the Merchant to Customers from time to time for promotional purposes.

“**Merchant Services**” means the goods and services that form part of an Order, as offered by you in any of Merchant’s Sites.

“**Order**” means a Customer’s application to purchase the Merchant Services captured and processed via the Atome Platform.

“**Payment Method**” means the method of payment nominated by a Customer to make payments to Atome (including payment of any fees and charges). For the avoidance of doubt, a Payment Method shall not include any issued prepaid debit cards, virtual debit cards or virtual account numbers, gift cards or any other type of access card.

“**Purchase Price**” means the total monetary value of an Order (including any applicable goods and services tax and delivery fees, and subject to any applicable Merchant Funded Discounts).

“**Refund**” means a complete or partial refund in respect of any Transaction.

“**Refunded Amount**” means the amount to be refunded to a Customer in respect of a Refund.

“**Settlement Amount**” means the net amount payable by Opn Payments to Merchant in respect of each Transaction, taking into account all applicable fees charged by Opn Payments for the underlying Transaction.

“**Re-Purchase Amount**” means, upon the occurrence of any event specified in Clause 5.1 below in relation to a Transaction, the amount equal to the corresponding Settlement Amount, less any portion of the Deferred Payment already received by Opn Payments, or any lesser amount as determined by Opn Payments in its sole and absolute discretion.

“**Sites**” means any of the Merchant’s physical stores, websites, pages within Merchant’s website, equivalent

mirrors, replacements, substitutes or backup websites.

“**Term**” refers to the period during which this Schedule IV shall be in effect.

“**Transaction**” means any transaction under a successful Order between the Merchant and a Customer as facilitated and processed via Atome Platform, and evidenced by the Customer being notified via the Atome Platform that the Order has been approved.

2. Atome Services

- 2.1. The Merchant agrees that in order to use the Atome Services, upon any Customer initiating an Order at the Merchant’s Site, the Merchant shall facilitate the Customer to settle the Purchase Price of such Order under a Deferred Payment Structure.
- 2.2. Upon the approval of the loan and notification to the Customer, the Order is concluded as a Transaction and payment of the Settlement Amount shall be made to the Merchant, subject to the clearing procedures as applied by each bank in Thailand and any commercial terms or fees which Opn Payments may notify and impose on you from time to time.
- 2.3. The Merchant agrees and acknowledges that as part of the Atome Services, Atome will conduct the following checks and assessments in respect of any Order:
 - 2.3.1. real-time checks and validations on your eligibility, the transaction value of the Order, the risk associated with the Merchant Services, and overall risks for each Transaction; and
 - 2.3.2. real-time checks and validations on Customer’s credentials, devices, relationships with other Customers and other historical data.
- 2.4. The Merchant agrees and acknowledges that an Order will be approved by Atome and concluded as a Transaction if Atome is satisfied at its sole discretion of the eligibility of both the Merchant and the Customer at the time of the Order.

3. Cancellations

The Merchant agrees and acknowledges that, pursuant to the provision of the Atome Services, Atome reserves the right to effect a Cancellation of a Transaction where (i) Customer and/or the Merchant fails to satisfy Atome’s validations, checks and assessments or (ii) Atome suspects or becomes aware of suspicious activity from the Customer and/or the Merchant on the Atome Platform which may contravene Applicable Laws.

4. Refunds

The Merchant agrees and acknowledges that if the Merchant choose to accept a return or process a Refund (in full or in part) in relation to a Transaction, the Merchant must inform us and initiate the Refund process with Opn Payments within sixty (60) calendar days of the Transaction, failing which the Merchant agrees and acknowledges that Atome may reject the Refund request at Atome’s sole discretion.

5. Limited Recourse

- 5.1. The Merchant agrees and acknowledges that regardless of any failure or delay by the Customer to make payment of any part of a Deferred Payment on its due date, Opn Payments shall have no recourse to the Merchant for such failure or delay unless there has been a dispute, Cancellation or waiver of any Deferred Payment (“**Recourse Event**”) for any reason whatsoever.
- 5.2. Upon the occurrence of a Refund, the Merchant will immediately owe Opn Payments a debt in an amount equal to the Refunded Amount.
- 5.3. Without prejudice to any of our other rights under this Schedule IV, the Merchant agrees and acknowledges that Opn Payments shall be entitled at its discretion to set-off any Re-Purchase Amount, the amount equal to any Refunded Amounts and/or any Refund fees against any present or future Settlement Amounts or demand payment of any Re-Purchase Amount, the amount equal to any Refunded Amounts and/or any Refund fees within three (3) business days of Opn Payments’ written notice to the Merchant.

6. Marketing

Upon prior consent of the Merchant, Atome shall have the right to display representations of the Merchant’s logos and marks in all marketing and publicity material relating to the Atome Services for the purpose of presenting the Merchant as being equipped with the Atome Services.

7. Indemnity

The Merchant agrees to release, indemnify and hold harmless the Indemnified Parties from and against any costs

(including reasonable legal fees), damages, claims, actions, expenses or liabilities arising out of or related to:

- 7.1. any failure by the Merchant to pay any amount due under this Schedule IV;
- 7.2. claims brought against the Indemnified Parties by any third party and/or otherwise incurred arising out of the Merchant's and/or the Merchant's representatives' breach of this Schedule IV and/or any Applicable Laws;
- 7.3. claims brought against the Indemnified Parties by any third party or Customers relating to or in connection with the Merchant Services;
- 7.4. complaints, goods rejections, and disputes arising out of illegal, false, outdated or incomplete transactions;
- 7.5. any dishonesty, fraud or fraudulent misrepresentation by the Merchant, the Merchant's affiliates or the Merchant's employees; and
- 7.6. any claim by any third party or any person relating to any breach (or alleged breach) of any intellectual property rights,

unless such costs, damages, claims, actions, expenses or liabilities are caused by any negligence or wilful act or omission of the Indemnified Parties.

8. Miscellaneous

- 8.1 This Schedule IV shall be effective and binding between the parties upon and throughout the Merchant's use of the Atome Services. Either party may terminate this Schedule IV by thirty (30) calendar days' written notice to the other party, and the Merchant agrees and acknowledges that the Merchant shall no longer be able to use the Atome Services after the termination of this Schedule IV.
- 8.2 In the event of any inconsistency between this Schedule IV and the Merchant Service Agreement, this Schedule IV shall take precedence.
- 8.3 Apart from Atome, a person which is not a party to this Schedule IV has no rights to enforce any terms of this Schedule IV.
- 8.4 This Schedule IV including all documents or other material incorporated by reference, constitutes and contains the entire agreement between Opn Payments and the Merchant with respect to the subject matter hereof and supersede any prior or contemporaneous oral or written agreements.
- 8.5 The Merchant shall, upon the request of Atome or Opn Payments, execute, stamp and deliver such documents or deeds as may be reasonably necessary to give full effect to this Schedule IV.