

Terms and Conditions for Micro Merchant Visa Campaign

1. Definition

In this Terms and Conditions for Micro Merchant Visa Campaign, 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:

“Onboarding Period” means a period from 1 November 2021 to 30 September 2022.

“Promotion Period” means a period from 1 November 2021 to 31 October 2022, provided that the Promotion Period shall be immediately ended if the Visa transactions exceed THB 800,000 (Eight Hundred Thousand Thai Baht).

“Privileges” means Clause 2.2.

“Special Service Fee” means the special rate or percentage charged by Omise during the Promotion Period only.

“Visa transaction” means any transaction with Visa debit or credit card.

2. Visa Campaign

2.1 The Merchant shall be eligible for Micro Merchant Visa campaign if the Merchant meets all of the following conditions:

- a. The Merchant has signed the Merchant Service Agreement, completed with Know Your Customer (KYC) and Customer Due Diligence (CDD), chosen Electronic Card Payment Service as one of his/her Selected Payment Method; and account registration has been approved by Omise during the Onboarding Period;
- b. In case the existing Merchant, having signed the Merchant Service Agreement, completed with Know Your Customer (KYC) and Customer Due Diligence (CDD), and account registration has been approved by Omise prior to the Onboarding Period, has chosen Electronic Card Payment Service as his/her additional Selected Payment Method and has been approved by Omise of such payment service during the Onboarding Period;
- c. The Merchant (whether a natural person or a juristic person) is not and has never been registered for VAT, does not fall into the VAT exempt category under the Thai Revenue law and is not engaged in the business of hotel, airline and government services;
- d. The Merchant’s business is not required by Omise to enable 3DS.
- e. The Merchant shall not engage in the following business activities; (i) gambling, (ii) cryptocurrency, (iii) sale of counterfeit or imitation goods, (iv) sale of brand name goods without license from the owner, (v) sale of unethical goods, (vi) sale of buddha antique and antique goods, (vii) sale of weapon, (viii) any illegal business according to the applicable law or Source of Fund rules and regulations, (ix) business offering free trial to customer; for example, spa, beauty clinic and fitness etc., (x) business offering membership to customer; for example, spa, beauty clinic, fitness and massage parlour etc., (xi) sale of voucher in which such voucher shall be valid at least 3 months, and (xii) sale of second hand goods.
- f. Goods and Services sold or provided by the Merchant are not prohibited under the list of prohibited goods and services stipulated by Omise or Source of Fund and are not illegal or resulting from any

illegal activity or violating any applicable laws.

2.2 The following Privileges shall be given to the Merchant who meets conditions (as prescribed in Clause 2.1).

- a. Special Service Fee of 2.5% (two point five percent) shall apply to transactions conducted by the Customer via electronic card payment method during the Promotion Period only. For avoidance of doubt, after the Promotion Period, the Service Fee as stated in the Merchant Service Agreement or Service Fee as stated in Terms and Condition of Accepting Payments for Omise Merchants (as the case may be) shall apply instead of the Special Service Fee.

2.3 The Merchant agrees that Omise may disclose Merchant's information for the purpose of performing the campaign.

2.4 The Privileges shall be valid until the end of the Promotion Period, and such Privileges cannot be assigned, exchanged, returned or redeemed for cash.

2.5 Omise reserves the rights to change the terms and conditions of the campaign (including but not limited to Promotion Period and Privileges) without prior notice to the Merchant. In case of any dispute, Omise's decision shall be final and binding on the Merchant.

3. Miscellaneous

3.1 Except the provisions stated in Clause 2 of this Terms and Conditions for Micro Merchant Visa Campaign, the other provisions of the Merchant Service Agreement shall not be affected by this Terms and Conditions for Micro Merchant Visa Campaign and shall remain unchanged and be in full force and effect.

3.2 This Terms and Conditions for Micro Merchant Visa Campaign shall be effective from the date of this Terms and Conditions for Micro Merchant Visa Campaign until the end of the Promotion Period unless otherwise Omise decides to extend the Promotional Period (if any), in this regard, this Terms and Conditions shall be effective until the end of extension period.

3.3 This Terms and Conditions for Micro Merchant Visa Campaign shall be deemed and form a part of the Merchant Service Agreements and shall be governed by and construed in accordance with the laws of Thailand.