

ACCESSTRADE TERMS OF SERVICE

This **ACCESSTRADE TERMS OF SERVICE** ("**TOS**") shall constitute the master terms of service to regulate the relationship between Interspace(Thailand)Co.,Ltd ("**Company**") and the Advertiser as defined in Article 1 in connection with the affiliate marketing service provided by the Company ("**Services**"). If the Advertiser acknowledges the provisions of the TOS and enters into an agreement with the Company ("**Agreement**"), the Advertiser and the Company shall comply with the TOS based on the principle of faith and trust.

Article 1. Definitions

The terms as used in the TOS shall have the following meanings:

- (1) "**Advertiser**" shall mean a person or entity that applies for the Services pursuant to the manner designated by the Company and intends to lead Visitors to the Advertiser Site by placing its own advertisements on the Partner Site.
- (2) "**Advertiser Site**" shall mean a website operated and managed by the Advertiser to provide its own goods or services.
- (3) "**Partner**" shall mean a person or entity that intends to receive advertisement fees through the Company by placing certain advertisements designated by the Advertiser on the Partner's website in order to lead Visitors to the Advertiser Site.
- (4) "**Partner Site**" shall mean an Internet website operated and managed by a Partner that is registered by the Partner for the Services.
- (5) "**Visitors**" shall mean persons who will access the Partner Site and be transferred to the Advertiser Site via a link activated by clicking on an advertisement placed by the Advertiser on the Partner Site.
- (6) "**Affiliation**" shall mean an agreement between the Advertiser and a Partner regarding the terms and conditions of the placement of advertisements in connection with the Services.
- (7) "**Management Screen**" shall mean a dedicated webpage to be provided by the Company to the Advertiser in connection with the Services through which the Advertiser can approve an Affiliation or a "result" arising from the placement of advertisements ("Result") or confirm the terms and conditions of advertisement fees or the like.

Article 2. Services

- 2.1 The Services shall be based on an affiliate marketing system under which: (i) the Advertiser will acknowledge an Affiliation at its own discretion taking into consideration the suitability of the Advertiser's goods / services, with a Partner who has applied for an Affiliation upon acknowledgement of the terms and conditions for advertisements established by the Advertiser,

and (ii) the Advertiser will pay results-based advertisement fees to the Partner if a Visitor, among other things, signs up for, applies for and/or purchases the Advertiser's goods or services via an advertisement placed on the affiliated Partner Site.

- 2.2 The Advertiser may use the system on which the Services are operated provided by the Company.
- 2.3 The Advertiser may receive referrals from the Company, of Partner Sites on which advertisements may be placed.
- 2.4 The Company shall provide the Advertiser with the Management Screen on a website managed by the Company. On the Management Screen, the Advertiser may, among other things, acknowledge the Affiliation of a Partner Site, confirm the settings for results-based fees, acknowledge Results, and access the statistical information regarding the effects of placement of advertisements.
- 2.5 The time from which the Company commences the provision of the Services shall be the time when, after receipt of an application form ("**Application Form**") or the Agreement is entered into, the Company acknowledges receipt of the fees to be paid by the Advertiser as specified in Article 4 and the advertisement is transmitted to the Partner Site for the Services.

Article 3. Term of Agreement

- 3.1 Unless otherwise stipulated in the Application Form, etc., the term of the Agreement between the Advertiser and the Company shall be from the date on which the Company commences the provision of the Services to the last day of the 6th month thereafter (if the date on which the Company commences the provision of the Services is the 1st day of the month, the date on which the Company ends the provision of the Services shall be the last day of the 6th month thereafter. For clarification of the English translation version: if the Company commences the provision of the Services on February 1, the date on which the Company ends the provision of the Services shall be July 31 of the same year. Further, if the Company commences the provision of the Services on February 2, the date on which the Company ends the provision of the Services shall be August 31 of the year).
- 3.2 Notwithstanding the provisions of Article 3.1, if the Advertiser fails to notify the Company by email of its intent to terminate the Agreement or not to extend the Agreement at least one week before expiration of the current term of the Agreement, the Agreement shall be extended on the same terms and conditions, which provision shall also apply to further extensions of the Agreement thereafter.
- 3.3 Notwithstanding the provisions of Article 3.1, if the Advertiser and the Company otherwise agree in the Application Form or an individual agreement (collectively "**Individual Agreement**"), the provisions of thereof shall prevail.

Article 4. Service Fees, etc.

The fees for the Services shall be as stated below, which shall be subject to the payment terms contained in the Application Form:

(1)	Results-based advertisement fees:	The results-based advertisement fees shall consist of the following, which shall be specified in the Application Form: (i) Results-based fees payable to the Partner (" Partner Results-based Fees "); and (ii) Fees payable to the Company (" Access Trade Fees ")
(2)	Initial registration fee:	The initial registration fee shall be a fee required for use of the Services, which shall be paid upon the first invoice to be issued after the commencement of the use of the Services together with any other fees, by wire transfer to a bank account designated by the Company. It is agreed that after registration, the initial registration fee shall not be refunded.
(3)	Deposit:	A deposit shall be funds deposited before the use of the Services and if there remain unpaid claims payable by the Advertiser at the time of termination of the Agreement, such unpaid balance shall be deducted from the deposit, with the remaining amount to be returned to the Advertiser.
(4)	Monthly system usage fee:	The monthly system usage fee for the Services shall be payable pursuant to the provisions of the Application Form. The amount of the monthly system usage fee for a period of less than one month shall be calculated based on the actual number of days the Services are available.
(5)	Option usage fee:	The Advertiser shall pay an option usage fee if the Advertiser receives any optional services separately provided.

Article 5. Placement of Advertisements

5.1 Before the commencement of the use of the Services, the Advertiser shall provide the Company with information necessary to place the Advertiser’s advertisements, such as information regarding the Advertiser, the Advertiser Site, logo types, and explanatory statements.

5.2 The Advertiser shall warrant to the Company that information such as logo types to be used in such advertisements shall not infringe upon a third-party’s copyrights, trademark rights, right of portrait or other rights.

Article 6. Determination of Conditions for Placement of Advertisements

- 6.1 On or before the date of the commencement of the use of the Services, the Advertiser shall determine the Affiliation conditions for placement of advertisements, e.g., the details of the fees, the types of advertisement manuscripts, etc.
- 6.2 With respect to the Affiliation procedure, in the Item "Affiliation Management" on the Management Screen, the Advertiser (or the Company if delegated by the Advertiser) shall either approve or reject each Affiliation application submitted by a Partner.
- 6.3 In the Affiliation procedure stated in Article 6.2, if the Advertiser withholds its determination to approve or reject a certain Affiliation application submitted by a Partner and the Advertiser fails to make its determination to approve or reject such application within the column "deadline for the approval of an Affiliation application designated in the terms and conditions for Affiliation" contained in the Application Form, the Advertiser hereby agrees that it has automatically deemed that the Affiliation application is approved.

Article 7. Determination of Results-based Fee Amount

- 7.1 The Advertiser shall check the Management Screen from time to time. On the Approval Screen for approval on the Management Screen, the Advertiser (or the Company if delegated by the Advertiser) shall approve or reject each Result arising from the placement of advertisements basically immediately after the Result arising from the placement of advertisements has taken place. The approval of such Result shall be within 60 days at the latest ("**Result Approval Deadline**"). If the Advertiser fails to make its determination to approve or reject such Result arising from the placement of advertisements before the Result Approval Deadline, the Advertiser hereby agrees that it is automatically deemed that such Result arising from such placement of advertisements has been approved. If there arises any doubt regarding the Result arising from the placement of advertisements, such doubt shall be notified to the Company within one (1) week after the approval of the Result arising from the placement of advertisements.
- 7.2 If such Result arising from the placement of advertisements is approved, the Advertiser shall assume liability to pay to the Company the results-based advertisement fees, and after the Result arising from the placement of advertisement is approved, the Advertiser basically shall not be allowed to cancel or withdraw its approval.
- 7.3 If the Advertiser elects an option that a Result approval method is not required (*i.e.*, automatic approval of all applications), it is deemed that when each Result has arisen from the placement of advertisements, each Result arising from the placement of advertisements has been approved and finalized.

Article 8. Payment Terms

8.1 The Company shall tally the amount of the monthly Result-based advertisement fees to be determined under Article 7, the monthly system usage fee and the option usage fee as of every 20th of the month. The Company shall issue the invoice within the said month. The payment shall be made within the following month calculated from the closing date. The Advertiser shall pay the invoiced amount by wired transfer to a bank account designated by the Company on or before the deadline separately provided in the Application Form, etc. It is agreed that any remittance charges shall be borne by the Advertiser.

- 8.1 The Company shall tally the amount of the monthly Results-based advertisement fees to be determined under Article 7, the monthly system usage fee and the option usage fee as of the last day of a month and shall invoice the amount to the Advertiser on or before the fifth business day of the following month. The Advertiser shall pay the invoiced amount by wire transfer to a bank account designated by the Company on or before the deadline separately provided in the Application Form, etc. It is agreed that any remittance charges shall be borne by the Advertiser.
- 8.2 If the Advertiser fails to timely make payment pursuant to the provisions of Article 8.1, the Advertiser shall pay the late payment charge at the commercial statutory interest rate to the unpaid balance from the date following the due date to full payment, in addition to the invoiced amount.

Article 9. Environmental Improvement

The Company may request that the Advertiser improve the environment related to the Advertiser Site that may be required for the Services. The Advertiser shall give its cooperation for that purpose in order to improve the Results arising from the placement of advertisements.

Article 10. Advertiser's Obligations

- 10.1 In order for the programs that operate the Services provided by the Company to duly operate, the Advertiser shall manage the environment related to the Advertiser Site with the due care of a good administrator and shall use its efforts not to cause any suspension or stoppage of the programs of the Services.
- 10.2 If the Advertiser becomes unable to receive the provision of the Services or otherwise discovers any trouble, the Advertiser shall immediately notify the Company thereof. If the cause of such

trouble is imputable to the Advertiser, the Advertiser shall, at its own responsibility and expense (including an amount equivalent to the unpaid results-based fees), address such trouble.

10.3 The Advertiser shall not enter into an advertisement fee agreement directly with a Partner and not through the Company using information disclosed based on the Management Screen, etc., in order to give a disadvantage to the Company and shall not make a solicitation therefor. The provisions of this Article 10.3 shall remain effective for one (1) year after expiration or termination of the term of the Agreement provided that if any of the following applies to the relevant Partner, the above act shall be allowed after expiration of the term of the Agreement unless such act causes an undue disadvantage to the Company:

- (1) The Partner has participated in the Services upon the referral of the Advertiser; or
- (2) The Partner has introduced the Services to the Advertiser and has solicited the Advertiser to participate in the Services.

10.4 If the Advertiser enters into an advertisement placement agreement directly with a Partner in order to create a disadvantage to the Company and by bypassing the affiliate program in breach of the provisions of Article 10.3, the Advertiser shall pay to the Company the amount of THB 300,000 as liquidated damages, which payment shall not preclude the Company's separate claim for damages.

10.5 If the Advertiser desires to suspend the use of the Services for its own reason, the Advertiser shall not be discharged from its obligations to pay the monthly system usage fee, results-based advertisement fees, and the option usage fee during the period of such suspension of use and shall not be entitled to claim a reduction thereof.

Article 11. Management of the ID and Password

11.1 The Advertiser shall fully assume liability for the use and management of the ID and password issued by the Company.

11.2 The Advertiser shall not have a third-party use the ID and/or password and shall not lend, assign or give them as security to or for the benefit of a third-party.

11.3 If the Services are used using the ID and/or password granted to the Advertiser, the Advertiser shall be deemed to have used the Services notwithstanding the fact that a third-party actually used the Services, and the Advertiser shall assume liability regardless of the reason for such use.

Article 12. Maintenance of the Services

Maintenance work for the Services may be done on a regular or irregular basis. The Advertiser shall not make an objection to any suspension of the Services during the maintenance period and shall not claim damages therefor.

Article 13. Suspension, Change, Modification, Addition and Deletion of the Services

The Company may at any time suspend, change, modify, make an addition to or deletion from the Services. If the Company deems necessary, the Advertiser may previously inform or notify the Advertiser thereof.

Article 14. Deposit

- 14.1 A deposit shall accrue no interest and shall be returned after expiration of the term of the Agreement; provided that if there remains unpaid claims payable by the Advertiser, the deposit shall be returned after deducting the amount of such payable unpaid claims. It is further agreed that the Advertiser shall not claim that the deposit be appropriated for unpaid usage fee, etc.
- 14.2 If the Company has monetary claims payable by the Advertiser, the Company may set off such claims against the Company's obligation to return the deposit.
- 14.3 The Advertiser shall not assign its claims to return the deposit to a third-party or shall not create a security right over such claims.

Article 15. Management of Personal Information

The Company shall comply with the "privacy policy" to be separately established for the handling of personal information (meaning information about a living individual which can identify the specific individual by name, date of birth or other description contained in such information) that the Company may obtain from the provision of the Services.

Article 16. Confidentiality

Neither the Advertiser nor the Company may disclose to a third-party any technical, business or other information that may be obtained during and after the term of the Agreement for the Services unless either has obtained the prior consent of the other party.

Article 17. Intellectual Property Rights such as Copyrights

Any and all copyrights such as the system programs of the Services and any other intellectual property rights related to the Services shall be owned by the Company.

Article 18. Termination of the Agreement

- 18.1 The Advertiser and the Company shall be entitled to immediately terminate the Agreement without issuing a demand, if:
 - (1) The other party is subject to attachment, provisional attachment, provisional disposition or other compulsory disposition, disposition due to a failure to pay tax due, or any preservative disposition;

- (2) The other party dishonors a note or check or is subject to a disposition of suspension of banking transactions;
- (3) The other party is subject to an application for the commencement of procedures for bankruptcy, civil rehabilitation, corporate reorganization or special liquidation;
- (4) If the other party passes a resolution to dissolve itself or attempts to change or close its business or assign the whole or a substantial part of its business to a third-party;
- (5) If the other party is subject to a disposition of cancellation or suspension of its business permit imposed by competent authorities;
- (6) If the other party receives a precaution or admonition from competent authorities with regard to goods it sells, services it provides, advertisements it places, its distribution method, information management, etc.;
- (7) If it is deemed that goods it sells, services it provides, advertisements it places, its distribution method, information management, etc., likely conflict with the public policy or laws and orders;
- (8) If the other party fails to pay fees, etc., on or before the due date;
- (9) If the other party is in breach of the TOS and fails to cure the breach upon demand; or
- (10) If there arises any other event that makes it difficult to continue the Agreement.

18.2 If the Company terminates the Agreement pursuant to the provisions of Article 18.1, the Advertiser shall immediately pay the unpaid fees for use of the Services in compliance with the invoice issued by the Company.

18.3 The procedure to terminate the Agreement under Article 18 shall be complete upon determination of the unfixed amount of fees payable on or before the termination date and the Advertiser's payment to the Company.

Article 19. Termination upon Expiration of the Term of Agreement

19.1 The Advertiser may terminate the Agreement by giving a notice to the Company in the manner designated by the Company, to terminate the Services or not to renew the Agreement at least one (1) week before the date of expiration of the term of the Agreement.

19.2 The amount of the results-based advertisement fees due and payable at the time of termination of the Services shall be fixed on the 30th day after expiration of the term of the Agreement, and the procedure shall be complete upon the Advertiser's payment to the Company.

Article 20. Force Majeure

The Company shall assume no liability for the non-performance or delay of the whole or a part of the Services due to any event beyond the Company's reasonable control, including, but not limited to, Acts of God, fire, earthquake, strike, flood, storm, epidemic, riots, terrorism, wars, acts of the government, interruption or disruption of communication services or Internet environment.

Article 21. Audit

During the term of the provision of the Services, the Company shall from time to time audit the Partner Site on which the Advertiser's advertisements are placed and shall use its efforts to demand that a Partner Site correct or delete otherwise false or excessive expressions that may be out of the Advertiser's terms and conditions for the placement of advertisements and to educate the Partner Site to comply with applicable laws regarding the placement of advertisements. If the Advertiser discovers a Partner Site that uses such false or excessive expressions, the Advertiser shall notify the Company thereof.

Article 22. Scope of Liability

- 22.1 If an event occurs that may make it impossible to provide the Services or cause to provide incomplete Services or lead to the loss of information, etc., and the cause of such event is imputable to the Company, the Company shall use its efforts to immediately make repairs or improvements, with the exception of a case where it is impossible to completely restore its original condition despite repeated reasonable repairs and improvements.
- 22.2 If there arises a dispute in connection with goods the Advertiser sells, services it provides, advertisements it places, its distribution method, information management, etc., the Advertiser shall, at its own responsibility and expense, take steps to resolve such dispute.

Article 23. Compensation for Damages

- 23.1 If the Advertiser sustains damages due to a willful or negligent act of the Company in connection with the Services, the Company shall compensate the Advertiser for damages with limits of up to the total amount of the monthly system usage fees and the results-based advertisement fees that the Advertiser has paid to the Company during the term of the Agreement. It is also agreed that in such event, the Advertiser shall claim such damages in the manner prescribed by the Company within the period from the fulfillment of the terms and conditions for payment of the results-based advertisement fees between the Company and a Partner to the date which is thirty (30) days after the approval of the Results arising from the placement of advertisements, and the amount of damages shall be determined upon verification by the Company.
- 23.2 If the Advertiser causes damages to the Company due to a willful or negligent act of the Advertiser in connection with the Services, the Advertiser shall compensate the Company for direct and actual damages.
- 23.3 If there arises any trouble between either the Advertiser or the Company and a third-party and the other party sustains damages thereby, such party shall compensate the other party for direct and actual damages.

Article 24. No Assignment of Rights

Unless it has obtained the prior written consent of the other Party, neither the Advertiser nor the

Company may assign a part or the whole of any rights under the TOS to a third-party, give the same as security or permit a third-party to use the same.

Article 25. Governing Law

The establishment, effect and interpretation, etc., of the TOS shall be governed by the laws of Thailand.

Article 26. Agreed Jurisdiction

If a dispute arises between the Advertiser and the Company in connection with the TOS, such dispute shall be subject to the agreed jurisdiction of the Thailand Summary Court or the Thailand District Court in the first instance depending on the amount sued for.

Article 27. Revision of the TOS

The Advertiser shall be deemed to approve the revised TOS if, after the Company informs the Advertiser of the revisions or states the revisions on its website, the Advertiser continues the use of the Services.

Article 28. Matters for Discussion

The Advertiser and the Company shall discuss and resolve in good faith any matters not mentioned in the TOS or the Agreement between the Advertiser and the Company in connection with the Services or any difference of opinion regarding the interpretation hereof.

The TOS were:

Established and put in force on May 10, 2016;