



Credit Card Payment Gateway Service Agreement Between Merchant and THAIEPAY

(Merchant ID) _____

Website _____

Date _____

This Agreement is made between PORAR Web Application Co.,Ltd, THAIEPAY Department, duly represented by Mr. Surat Bunditaksana, authorized Director, located office is at 9/5 Soi Ratchada18, Ratchada Phisek Rd., Huaykwang, Huaykwang, Bangkok 10310 (hereinafter called "Porar") and (Company or Website) _____
by (Name of Authorized Person) _____ address at _____

(hereinafter called "Merchant")

The parties hereto agree to enter into this Agreement under the following terms and conditions:

Credit Card Payment Gateway System

1. The Merchant hereby agrees to accept the Credit Card Payment Gateway System Service, the details of which are specified in schedule1 hereto, from Porar to receive payments for its products and/or services from customers subject to the terms and conditions specified in this Agreement.

2. The Merchant shall provide the following information on its website clearly, so that visitors to the Merchant's website can check such information at any time:

- 2.1 The name of Merchant, Addresses, Telephone, facsimile numbers and e-mail addresses
- 2.2 Name of products and/or services, quality and details of products and/or services
- 2.3 The price of products and/or services, Delivery fee of products and/or services (if any), Currencies
- 2.4 Terms and conditions in the purchase/sale of products and/or services
- 2.5 Policies for the refund return and exchange of products and/or services (if any)

3. The products and/or services of the Merchant shall neither be prohibited by law nor contrary to moral standards. If Porar discovers later that the Merchant has used Porar Online Payment Gateway System through credit card to make payments for products and/or services prohibited by law and/or contrary to moral standards, Porar shall have the right to withhold all payments and immediately cancel all services under this Agreement, without prejudice to other rights which Porar may have under this Agreement and/or applicable laws.





Service Charge

4. The Merchant shall pay a service charge for using the Porar System Service as indicated below:

4.1 Operating service charge ☐EpayLink ☐Epayflow ☐Epaycharity _____ baht/month.

4.2 A service charge for each transaction at the rate of 4% of the total amount of payments for products and/or services that uses VISA and MasterCard credit cards, including delivery fee (if any) .

4.3 A service charge for each transaction at the rate of 4.75% of the total amount of payments for products and/or services that uses American Express credit cards, including delivery fee (if any) .

4.4 The Merchant acknowledges and agrees the service charge shall not be inclusive of VAT, which Porar will charge to the Merchant at the rate specified by law.

4.5 Porar reserves the right to change the above service charge rate as it deems appropriate, giving notice to the Merchant on each occasion.

Income Remittance

5. Porar shall summarize all payments of the Merchant's products and/or services as approved under clause 5 in each month and remit the payments after deducting the service charge as specified in Clause 7.2 (hereinafter referred to as the "Returned Payment") into the Merchant's bank account as indicated below on the 10th day of the succeeding month.

Bank: _____ Branch office: _____

Account Type: _____

Account name: _____ Account number: _____

In case the 10th day of the succeeding month falls on a day which Porar or banks generally are not open for business in Bangkok, Thailand, the Returned Payment will be remitted into the Merchant's bank account on the next business day.

6. Notwithstanding the provision of Clause 8, the Merchant acknowledges that if Porar is suspicious regarding the use and/or validity of the credit card or for any other reason, Porar reserves the right to withhold the Returned Payment made by the suspicious credit card.

Refund/Cancel Policy

7. Due to the term and condition for processing refund or canceling orders are related to the period of time, THAIEPAY need to have the refund conditions as indicated below:

7.1 The order must be not transferred to merchant's bank account or Merchant has sufficient income for THAIEPAY to deduct. If the order is already transferred or Merchant has insufficient income, THAIEPAY can not process to refund that order for Merchant.

7.2 THAIEPAY can process refund in whole amount of the order only or Merchant can inform to partially refund case by case.

7.3 The refunded/cancelled order processed within 7 days since the payment was made, THAIEPAY will not charge any cancellation fee. But the refunded/cancelled order processed over than 7 days since the payment was made, THAIEPAY will charge cancellation fee 300 Baht per transaction.



PORAR WEB APPLICATION CO., LTD. (THAIEPAY Department)

9/5 The Synchronize, Soi Ratchada 18, Ratchadaphisek Rd., Huaykwang, Bangkok 10310, Thailand



7.4 In case that there is a request for cancellation of order, and the order has already been transferred to merchant's bank account, Porar will not return the service charge of that order at any rate.

Confidentiality

8. The Merchant shall maintain in confidence all confidential information identified as such received from the Porar, whether of a commercial or technical nature. The Merchant shall use such confidential information only as expressly contemplated by this Agreement and shall not disclose any such confidential information to a third party or make any unauthorized use thereof.

Intellectual property

9. The Merchant accepts that the operating system via the Internet Network and all related programs that are created by Porar are the legal copyright by law of Porar exclusively. Any attempt from the Merchant or other person to copy, modify, edit, use or publicize without written permission from Porar, will be deemed a copyright violation by Porar.

IN WITNESS WHEREOF, the Merchant has read and understood throughout the content of this Agreement and thereby signed its name and affixed the company seal (if any) on the date stated in this Agreement.

Merchant (Service Receiver)

Porar (Service Provider)

PORAR Web Application Co.,Ltd.

(_____)

(Mr. Surat Bunditaksana)

Authorized Signatory

Authorized Director

(_____)

(Mr. Theethat Phithakphongphan)

witness

witness

