Terms and Conditions for Electronic Payment Service

Welcome to the ChillPay electronic payment service.

These terms and conditions (the "Terms") apply to users of the electronic payment service for receiving payments for goods and/or services, provided under the trade name ChillPay ("ChillPay") or any other name designated by the company. Hereinafter, such users shall be referred to as the "Service Applicants." By using this service, Service Applicants agree to be bound by and comply with the terms and conditions of the electronic payment service of PraIn FinTech Co., Ltd. (the "Company").

Definitions

- **"Service Provider" or "Company"** refers to PraIn FinTech Co., Ltd.
- **"Service Applicant"** refers to the owner and/or business operator or any legally entitled entity engaged in the sale of goods and/or services who wishes to use the Company's electronic payment service to receive payments for goods/services.
- **"Customer"** refers to an individual or legal entity that is a customer or service user of the Service Applicant.
- **"Electronic Payment Service"** refers to the Company's service for accepting payments for goods/services from customers on behalf of the Service Applicant through electronic channels, including online payments via websites, applications, or other electronic media connected to the Company's payment system.

Upon completing the registration process for the electronic payment service, the Service Applicant must submit the required supporting documents and identity verification materials for the Know Your Customer (KYC) process, in compliance with regulatory requirements. This verification process includes contract documentation for signing.

- **Successful Verification**

Upon successful verification, the Company will provide the Service Applicant with a contract for execution, either in physical form or electronically (e.g., via DocuSign). Any funds received during the verification process will be withheld until contract signing is completed. Once the contract is fully executed, the Company will transfer the received payments to the Service Applicant on the next business day (T+1), except in cases of system failures or unforeseen circumstances, in which case payments will be processed on the next business day.

- **Unsuccessful Verification**

In the event that the documents of the Service Applicant do not pass verification, the Service Applicant acknowledges and agrees that (a) The Service Provider may immediately terminate the electronic payment service without prior notice. (b) The Service Provider or the coordinator of the Service Provider (as the case may be) will notify the Service Applicant in writing of the verification results through the contact channels provided to the Service Provider. (c) The Service Provider will deduct the service fees for the electronic payment service based on the actual usage by the Service Applicant before transferring the funds received from customers for goods/services back to the Service Applicant within **thirty (30) business days** from the date the Service Provider notifies the Service Applicant of the verification results as per (b).

The Service Applicant further agrees and acknowledges that, under any circumstances, in the event of any damage or claims arising from the use of the electronic payment service, the Service Applicant waives all rights to make any claims whatsoever, including but not limited to compensation for damages or the right to take legal action, whether civil or criminal, against the Service Provider, in whole or in part.

- **Incomplete Documentation**

If the submitted documents are incomplete, the verification team will request additional documentation. If the required documents are not provided within 15 days of notification, the Company reserves the right to terminate the service without prior notice.

The Service Applicant acknowledges and confirms that they have read and fully understood the terms and conditions set forth herein, including any attached documents (if any). The Service Applicant further agrees to regularly review the terms of service. If there are any inquiries regarding the service, they may contact us at 02-107-7788 or via email at help@chillpay.co during the company's business hours.

General Terms

1. The Service Applicant agrees to comply with and be bound by the terms of service. The use of the Electronic Payment Service by the Service Applicant shall constitute acceptance of these terms of service. The Service Provider may amend or supplement the terms of service without prior notice to the Service Applicant, except in cases where such amendments have a significant impact on the Service Applicant.
2. The Service Applicant agrees to be bound by the Service Provider’s terms of service, both those currently in effect and any amendments, modifications, or additions that may be announced in the future. The Service Provider shall notify the Service Applicant in advance through the channels designated by the Service Provider.
3. The Service Provider reserves the right to modify or discontinue the Electronic Payment Service, in whole or in part, whether temporarily or permanently, at any time. The Service Provider shall provide prior notice to the Service Applicant regarding such modifications or discontinuation.

Scope of Service

The Service Applicant agrees to use the Electronic Payment Service through the ChillPay system for the purpose of receiving payments for goods/services, with the following scope of duties and responsibilities:

- Providing the Electronic Payment Service to the Service Applicant through the ChillPay system.
- Upgrading and maintaining the ChillPay system to comply with payment requirements.
- Maintaining and troubleshooting the ChillPay system to ensure its optimal performance.

ChillPay Service Registration

The registration for the ChillPay Electronic Payment Service can be completed through one of the following three methods:

- Registration through a sales representative or an authorized agent of the Service Provider.
- Registration via electronic mail (E-Mail).
- Registration through the official website.

Upon completing the registration process, the Service Applicant must submit identity verification documents to the Service Provider. These documents may be provided in either physical form (Hard Copy) or electronic form (Soft Copy). The Service Applicant must then execute the service agreement, which may be signed either on the physical contract document or electronically via DocuSign.

Service Applicant Qualifications

The Service Applicant must be either a legal entity (duly registered in accordance with applicable laws) or a natural person who owns and/or operates a business or holds the legal right to sell goods and/or provide services and intends to use the Electronic Payment Service to receive payments for goods/services. Such business operations must not be prohibited by law, and in cases where specific business activities require a legal license, the Service Applicant must obtain the necessary permits. Furthermore, the business must not violate the policies of Phra In Fintech Co., Ltd.

Types of Electronic Payment Services

The service applicant agrees to utilize the electronic payment services provided by the company in accordance with the categories of payment services prescribed under the company's policies.

Taxes

Both parties acknowledge and agree that each party is responsible for its own tax obligations arising from income generated in accordance with applicable laws.

Confidentiality

Both parties agree to keep confidential any information obtained or acknowledged in any manner as a result of their business relationship. They shall not disclose, distribute, or allow any third party to access such information, except in the following cases:

1. Disclosure required by law, regulation, court order, government authority, or competent legal officer, in which case the disclosing party shall notify the other party immediately.
2. Disclosure to employees, personnel, directors, or advisors involved in the provision of services.
3. Disclosure of information already publicly known, provided that such disclosure is not due to a breach of confidentiality obligations by either party.
4. Disclosure made with prior written consent from the disclosing party.

Each party agrees to ensure that its employees comply strictly with these confidentiality provisions.

Settlement of Payments for Goods and/or Services

1. Upon receipt of payment from the customer, the Service Provider shall transfer the collected amount to the Service Applicant on the next business day following the transaction date (T+1), except in cases of system failure or force majeure, in which case the transfer shall be completed no later than the following business day.
2. The Service Applicant agrees and authorizes the Service Provider to deduct service fees, after withholding tax deductions, before transferring the remaining payment amount to the Service Applicant within the agreed timeframe.
3. After receiving the service fees as per the agreement, the Service Provider shall summarize the service fee transactions and issue a tax invoice to the Service Applicant at the end of each month.
4. If the Service Provider deducts withholding tax in compliance with legal requirements, the Service Applicant shall review and confirm the deductions. The Service Applicant must then issue a withholding tax certificate within three (3) days after the last day of each month.
5. The Service Provider does not have a refund policy in cases where customers or Service Applicants cancel, modify, or change a completed transaction, except for online payments made via Credit Card.
6. If a transaction processed through ChillPay is flagged as suspicious, fraudulent, or irregular by the bank, resulting in a chargeback or reversal, the Service Applicant shall fully reimburse the 'Refunded Amount' within seven (7) days from the date of notification by the Service Provider.

7. The Service Applicant acknowledges and agrees that, in the event the bank or the company identifies any suspicious activity related to the use of the services and/or any other suspicious circumstances concerning the payment of goods or services, fraudulent conduct, or any act of misconduct, the company shall have the right to suspend the disbursement of funds or withhold the crediting of funds to the service applicant's account for the relevant transactions until the matter is conclusively resolved. The company shall provide prior notice to the service applicant to facilitate a joint investigation into the cause and the appropriate resolution of the issue.

Amendments to Terms and Conditions

1. The Service Provider reserves the right to modify or amend any terms and conditions specified in the service channels or in specific service agreements. The Service Applicant has the responsibility to regularly review the terms and conditions, including any additional provisions published on the website www.chillpay.co. Continued use of the service shall be deemed acceptance of the modified or amended terms and conditions.
2. If any amendment to the terms and conditions results in additional burdens or risks for the Service Applicant, such changes shall only take effect upon the Service Applicant's consent.
3. If any law or regulation requires the Service Provider to implement specific changes to the terms, the Service Applicant agrees to allow the Service Provider to comply with such legal and regulatory requirements.

Complaint and Issue Resolution

The Service Provider has established a policy for receiving complaints and resolving issues through designated channels. For further inquiries or to report technical issues, the Service Applicant may contact **+66 2-107-7788** or email **help@chillpay.co** during the company's business hours.

Access Rights

The Service Provider reserves the right to update or modify any content on this website at any time. Additionally, the Service Provider reserves the right to deny or restrict access to this website for any individual or IP address without prior notice or explanation.

Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of Thailand.

I have read and fully accepted the terms and conditions as set forth in the **"Terms and Conditions of the Electronic Payment Service under the trademark ChillPay, operated by Prain Fintech Co., Ltd."** in their entirety.