

Term and Condition for Qwik by 2C2P

Welcome to Qwik by 2C2P!

This Term and Condition for Qwik by 2C2P (“**Term**”) is a contract between you and 2C2P (Thailand) Co., Ltd. (“**2C2P**”), a company incorporated under Thai laws, and governs all your use of Qwik by 2C2P. You have accepted and agreed to comply with all the terms and conditions contained herein including Privacy Policy (<https://2c2p.com/privacy>), and any other policies 2C2P communicate to you from time to time, which, together with these Term, are the entire agreement between you and 2C2P regarding your use of Qwik by 2C2P and the terms of which are incorporated by reference into these Term.

1. Payment Services and Your Information

1.1 Payment Services

- (a) 2C2P is the payment services provider and acts as such by creating, hosting, maintaining and providing 2C2P payment system so that you can use payment service via the internet. Qwik by 2C2P allows you to make payments to any person through the channels and methods designated by 2C2P. 2C2P offers services in compliance with applicable laws and regulations.
- (b) 2C2P is not a remittance business or a money transfer service and the Personal Payments feature may not be used to remit funds to third parties.
- (c) 2C2P does not have any control over and is not responsible or liable for the goods and/or services for which the payment is made through Qwik by 2C2P. 2C2P does not take part in or otherwise witness the agreement and/or contract between you and the recipient.

1.2 Your Information

In order to use Qwik by 2C2P, you must provide 2C2P with your correct and updated Information.

(a) Your contact information

It is your responsibility to keep your primary email address provided to 2C2P on your first time of use of Qwik by 2C2P up to date so that 2C2P can communicate with you electronically. You understand and agree that if 2C2P sends you an electronic communication, but you do not receive it because your primary email address on file is incorrect, out of date, blocked or you are otherwise unable to receive electronic communications, 2C2P will be deemed to have provided the communication to you effectively.

(b) Identity Verification

You authorize 2C2P, directly or through third parties, to make any inquiries 2C2P considers necessary to validate your identity. This may include asking you for further Information or documentation, requiring you to provide a taxpayer or national identification number, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report or verifying your Information against third party databases or through other sources.

(c) Credit Report Authorization

You authorize 2C2P to request for and obtain your credit Information, regardless whether you are a natural person or a juristic person, from a credit bureau as prescribed by law: (a) when you request certain new services, or (b) at any time 2C2P believes there may be a high level of risk associated with your use of Qwik by 2C2P.

(d) Personal Information

2C2P agrees and undertakes that any collection, use or disclosure of Personal Data (as defined in the Personal Data Protection Act B.E. 2562, "PDPA") shall be strictly for the performance of 2C2P's obligations under this Term and in compliance with the PDPA and any other relevant legislation. 2C2P shall employ administrative, physical and technical safeguards to ensure that Personal Data is afforded protection and shall immediately notify you of any breaches of security that may result in the unauthorized collection, access, use or disclosure of Personal Data.

(e) Updates to Information

If number of your credit card or expiration date of your credit card changes, 2C2P may acquire that Information from any of our financial service partners and update your account details.

1.3 Beneficial Owner

You must be the beneficial owner of the account, and conduct business only on behalf of yourself.

2. Sending Payments

2.1 Sending Limits

2C2P may, at our discretion, impose limits on the amount of payments that you can make payments through Qwik by 2C2P. You can view your sending limit, if any, by logging into your account. If you have a verified account, 2C2P may increase your sending limits.

2.2 Default Payment Methods

When you make a payment, if you have not selected a preferred payment method, 2C2P will fund your transaction in this order (subject to availability based on your payment methods of registration):

- (a) Qwik Account
- (b) Debit card
- (c) Credit card
- (d) your bank account notified by you in case using 123 Services

2.3 Cards as Payment Methods

By adding a debit card or credit card as a payment method, you are providing 2C2P with continuous authority to automatically charge that card to obtain the relevant funds when the

card is used as a payment method pursuant to this Term. You can stop the continuous authority in respect of any card by removing that card as a payment method in your Account Profile.

3. Eligibility for Use

3.1 Ability to Receive Payments

The ability to receive payments and the withdrawal of your funds to your local bank account may be limited by the term and condition of your account which is registered with each financial institution.

3.2 Liability for Invalidated Payments

When you receive a payment, you are liable to 2C2P for the full amount of the payment sent to you plus any fees if the payment is later invalidated for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the payment sent by the sender, plus the applicable fees listed in Exhibit A ("Fees") of this Term if you lose a claim or a chargeback, or if there is a reversal of the payment.

You agree to allow 2C2P to recover any amounts due to 2C2P by debiting your balance. If there are insufficient funds in your balance to cover your liability, you must reimburse 2C2P through any other means. If a sender of a payment files a chargeback, the card issuer, not 2C2P, will determine who wins the chargeback.

3.3 No Surcharges

You agree that you will not impose a surcharge or any other fee for accepting Qwik by 2C2P as a payment method. You may charge a handling fee in connection with the sale of goods and/or services, as long as the handling fee is not higher than the handling fee you charge for non-2C2P transactions.

3.4 Receiving Personal Payments

If you are selling goods and/or services, you will not ask the buyer to send you a personal payment for the purchase.

4. Account Balances

4.1 Balances in Qwik Account

If you hold a balance, 2C2P will hold your funds in pooled accounts separate from its corporate funds, and it will not use your funds for its operating expenses or for any other corporate purposes. 2C2P will not voluntarily make your funds available to its creditors in the event of bankruptcy. You will not receive interest or other earnings on the amounts in your balance. 2C2P may receive interest on amounts that 2C2P holds on your behalf. You agree to assign your rights to 2C2P for any interest derived from your funds.

4.2 Setoff of Past Due Amounts

If you have a past due amount owed to 2C2P and/or 2C2P's affiliates, 2C2P may debit your account to pay any amounts immediately.

5. Refund

2C2P will not refund the amount of payment already received as well as the applicable fee as specified in Appendix A (“Fees”) to you or be liable to any damages incurred by you. You must contact the party to whom you sent the payment and ask them to refund the payment.

6. Closing Your Account

6.1 How to Close Your Account

You may close your Account at any time by following the instructions in your Account Profile. Upon Account closure, 2C2P will cancel any pending transactions and you will forfeit any balances associated with redemption codes, unless otherwise legally prohibited. You must withdraw your balance prior to closing your account.

6.2 Limitations on Closing Your Account

You may not evade an investigation by closing your account. If you close your Account while 2C2P is conducting an investigation, 2C2P may hold your funds to protect 2C2P and 2C2P’s affiliates or a third party against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liabilities. You will remain liable for all obligations related to your Account even after the Account is closed.

7. Errors and Unauthorized Transactions

7.1 Protection for Unauthorized Transactions and Errors

When an Unauthorized Transaction or an Error occurs in your Account, 2C2P will cover you for the full amount of every eligible Unauthorized Transaction or Error if it is incurred from our false only.

7.2 Notification Requirements

(a) You should immediately notify 2C2P if you believe that:

- there has been an Unauthorized Transactions or unauthorized access to your Account;
- there is an Error in your Account history (you can check your payment history by logging into your Account and clicking on a link to view your transactions) or in your transaction confirmation sent to you by email;
- your password or personal identifications (“PINs”) is endangered;
- your activated phone has been lost, stolen or deactivated; or
- you need more Information about any transactions listed on your payment history or transaction confirmation.

(b) To be eligible for protection for Unauthorized Transactions, you must notify us within sixty (60) days after the Unauthorized Transactions first appears in your payment history. 2C2P may extend the sixty (60) days time period if there is a good and demonstrable reason, such as a hospital stay, kept you from notifying us within sixty (60) days. You should regularly log into your Account and review your payment history to ensure that

there has not been an Unauthorized Transaction or Error. 2C2P will also send an email to the primary email address that you have provided in order to notify you of each transaction from your account. You should also review these transaction confirmations to ensure that each transaction was authorized and is accurate.

If there has been any Unauthorized Transactions or Error in your account, you must notify 2C2P, as follows:

- Send an email to 2C2P at: qwiksupport@2c2p.com ; and
- Call 2C2P Customer Service at **(+66) 02-026-3000**.

While notifying 2C2P, you must provide 2C2P with all of the following information:

- Your name and email address you used when registering your Account;
 - A description of any suspected Unauthorized Transactions or Error and an explanation as to why you believe it is incorrect or why you need more Information to identify the transaction; and,
 - The amount of any suspected Unauthorized Transactions or Error.
- (c) After you have orally notified 2C2P of such incident, you must send 2C2P your complaint or question in writing within ten (10) days. During the course of 2C2P's investigation, 2C2P may request additional Information from you.

7.3 2C2P Errors

2C2P will rectify any Error that 2C2P discovered. If an Error results in your receipt of less than the correct amount to which you are entitled, 2C2P will credit your Account for the difference. If the Error results in your receipt of more than the correct amount to which you are entitled, 2C2P will debit the extra funds from your Account.

7.4 Your Errors

If you erroneously send a payment to the wrong party, or send a payment for the wrong amount (based on a typographical error, for example), your only recourse will be to contact the party to whom you sent the payment and ask them to refund the payment. 2C2P will not reimburse you or reverse a payment that you have made in error.

8. Restricted Activities

In connection with your use of Qwik by 2C2P or in the course of your interactions with 2C2P, other Users, or third parties, you must not:

- (a) breach this Term, any policy and/or any agreement that you have agreed to with 2C2P;
- (b) violate any law, statute, ordinance, or regulation;
- (c) Infringe 2C2P's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- (d) sell counterfeit goods and/or services that is prohibited by law or is contrary to public order or good moral;

- (e) act in a manner that is defamatory, trade libelous, threatening or harassing to 2C2P, 2C2P's employees, agents or other users;
- (f) provide false, inaccurate or misleading Information;
- (g) engage in potentially fraudulent or suspicious activity and/or transactions;
- (h) refuse to cooperate in an investigation or provide confirmation of your identity or provide any documentation to verify the Information you provided to 2C2P;
- (i) receive or attempt to receive funds from both 2C2P and the seller, bank or card issuer for the same transaction during the course of a dispute;
- (j) control an Account that is linked to another account that has engaged in any of these restricted activities;
- (k) conduct your business or use Qwik by 2C2P in a manner that results in or may result in complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties and other liabilities to 2C2P, other users, third parties or you;
- (l) have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of Qwik by 2C2P;
- (m) use your Account or Qwik by 2C2P in a manner that 2C2P, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- (n) use a credit card with your Account to provide yourself a cash advance (or help others to do so);
- (o) disclose or distribute another user's Information to a third party, or use an Information for marketing purposes unless you receive the user's express consent to do so;
- (p) send unsolicited email to a user or use Qwik by 2C2P to collect payments for sending, or assisting in sending, unsolicited email to third party;
- (q) take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- (r) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
- (s) use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- (t) use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or Qwik by 2C2P; or
- (u) take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers.

9. Your Liability - Actions We May Take

9.1 Your Liability

- (a) **General.** You are responsible for all Reversals, Chargebacks, claims, fees, fines, penalties, interest charges (applicable interest rate by law) and other liability incurred by 2C2P, or any third party caused by or arising out of your breach of this Term, and/or your use of Qwik by 2C2P. You agree to reimburse 2C2P, or such third party for any and all such liabilities.
- (b) **Liability for Claims.** If you are a seller and you lose a claim filed directly with 2C2P, you will be required to reimburse 2C2P for your liability. Where you receive payment from a 2C2P Account holder in another country and 2C2P determines under the buyer protection policy of that country that the funds received should be returned or reversed, you will be required to reimburse 2C2P for your liability.

9.2 Reimbursement for Your Liability

In the event that you are liable for any amounts owed to 2C2P, 2C2P may immediately remove such amounts from your balance. If you do not have a balance that is sufficient to cover your liability, your remaining balance (if any) will be removed, your Account will have negative balance up to the amount of your liability, and you will be required to immediately Add Money to your 2C2P balance or reimburse 2C2P through an alternative method. If you do not do so, 2C2P may engage in collection efforts to recover such amounts from you.

9.3 Actions by 2C2P – Restricted Activities

If 2C2P, in its sole discretion, believes that you may have engaged in any Restricted Activities, 2C2P may take various actions to protect 2C2P, 2C2P's affiliates, other users, other third parties from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- (a) 2C2P may close, suspend, or limit your access to your Account or Qwik by 2C2P;
- (b) 2C2P may refuse to provide Qwik by 2C2P to you immediately and in the future; and
- (c) 2C2P may hold your funds for a period of time reasonably needed to protect against the risk of liability to 2C2P or any third party, or if 2C2P believes that you may be engaging in potentially fraudulent or suspicious activity and/or transactions.

In this event, you agreed to promptly cooperate in an investigation or provide Information or any documentation as requested to 2C2P.

9.4 Actions by 2C2P - Holds

(a) Risk-Based Holds

2C2P, in its sole discretion, may place a hold on any or all of the payments you receive when 2C2P believes that there may be a high level of risk associated with you, your Account, or any or all of your transactions. 2C2P's determination may be based on different factors and 2C2P may rely on Information it receives from third parties. If 2C2P places a hold on a payment, the funds will appear in your "pending balance" and the payment status will indicate the hold, for example it can show as "Completed - Funds not

yet available.” If 2C2P places a hold on any or all of the payments you receive, 2C2P will provide you with notice of our actions. 2C2P will release the hold on any payment after thirty (30) days from the date the payment was received into your Account unless 2C2P has a reason to continue to hold the payment such as: (a) the receipt of a Dispute, Claim, Chargeback, or Reversal, (b) 2C2P believes that you have violated the terms of this Term or any other Policies and that such a violation results in the need to continue holding the funds, or (c) 2C2P believes that you may be engaging in potentially fraudulent or suspicious activity and/or transactions. In such an event, 2C2P may continue holding the payment in your Account until the matter is resolved pursuant to this Term. 2C2P, in its sole discretion, may release the hold earlier under certain circumstances, for example when you upload tracking information of the item you shipped.

(b) Disputed Transaction Holds

If a User files a Dispute, Claim, Chargeback or Reversal on a payment you received, 2C2P may place a temporary hold on the funds in your Account to cover the amount of the liability. If you win the dispute or the transaction is eligible for 2C2P’s seller protection, 2C2P will lift the temporary hold. If you lose the dispute, 2C2P will remove the funds from your Account.

9.5 Actions by 2C2P - Reserves

2C2P, in its sole discretion, may place a Reserve on funds held in your Business Account when 2C2P believes there may be a high level of risk associated with your Account. If 2C2P places a Reserve in your Account, transactions will be shown as "pending" in your 2C2P balance, and you will not have access to funds in a “pending” status until they are cleared. If your Account is subject to a Reserve, 2C2P will provide you with notice specifying the terms of the Reserve. The terms may require that a certain percentage of the amounts received into your Account are held for a certain period of time, or that a certain amount of money is held in Reserve, or anything else that 2C2P determines is necessary to protect against the risk associated with your Account. 2C2P may change the terms of the Reserve at any time by providing you with notice of the new terms.

9.6 Actions by 2C2P - Account Closure, Termination of Service, Limited Account Access; Confidential Criteria

2C2P, in its sole discretion, reserves the right to terminate this Term and/or access to Qwik by 2C2P for any reason and at any time upon notice and payment to you of any unrestricted funds held in your balance. If we limit access to your Account, including through a Reserve or hold, we will provide you with notice of our actions, and the opportunity to request restoration of access if, in our sole discretion, we deem it appropriate. Further, you acknowledge that 2C2P’s decision to take certain actions, including limiting access to your Account, placing holds or imposing Reserves, may be based on confidential criteria that is essential to our management of risk, the security of Users’ Accounts and the 2C2P system. You agree that 2C2P is under no obligation to disclose the details of its risk management or its security procedures to you.

10. Disputes with 2C2P

10.1 Contact 2C2P First.

If a dispute arises between you and 2C2P, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost

effective means of resolving the dispute quickly. Disputes between you and 2C2P regarding Qwik by 2C2P may be reported to Customer Service online through the **2C2P Call Center** at any time or by calling **(+66) 02-026-3000**.

10.2 Law and Forum for Disputes. Except as otherwise agreed by the parties, you agree that any claim or dispute you may have against 2C2P must be resolved by a court located in Thailand. You agree to submit to the personal jurisdiction of the courts located within Thailand for the purpose of litigating all such claims or disputes. This Term shall be governed in all respects by the laws of Thailand as such laws are applied to agreements entered into and to be performed entirely within Thailand, without regard to conflict of law provisions.

11. Notices

11.1 Notices to You

You agree that 2C2P will electronically Communications with you the matters concerning Qwik by 2C2P and this Term. 2C2P reserves the right to close your Account if you withdraw your consent to receive electronic Communications. Any and all electronic Communications will be considered to have been received by you within twenty (24) hours of the time 2C2P posted it to 2C2P's website or emailed it to you. Any notice sent to you by postal mail will be considered to have been received by you three (3) days after 2C2P send it.

11.2 Notices to 2C2P

Except as otherwise stated above in Section 8 (Errors and Unauthorized Transactions) and Section 12.1, notice to 2C2P must be sent by postal mail to:

Attention: Legal Department, **2C2P (Thailand) Co., Ltd.**
No. 9 G Tower Grand Rama 9, 17th Floor, South Wing, Rama 9 Road,
Huaykwang, Bangkok 10310, Thailand

12. Insolvency Proceedings

If any proceeding by or against you is commenced under any provision of any bankruptcy or insolvency law, 2C2P will be entitled to recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Term.

13. Release of 2C2P

If you have a dispute with one or more Users, you release 2C2P and 2C2P's affiliates (and their officers, directors, agents, joint ventures, employees and suppliers) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

14. General Terms

14.1 Limitations of Liability. IN NO EVENT SHALL WE, OUR PARENT, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES OR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, Qwik by 2C2P, OR THIS TERM (HOWEVER ARISING, INCLUDING NEGLIGENCE) UNLESS AND TO THE EXTENT

PROHIBITED BY LAW OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

- 14.2 Services Limitation.** 2C2P is not a bank and Qwik by 2C2P are payment processing services rather than banking services. 2C2P is not acting as a trustee, fiduciary or escrow with respect to your funds, but is acting only as an agent and custodian. 2C2P does not have control of, nor liability for, the goods and/or services that are paid for through the use of Qwik by 2C2P. We do not guarantee the identity of any User or ensure that a buyer or a Seller will complete a transaction.
- 14.3 No Warranty. QWIK BY 2C2P IS PROVIDED “AS IS” AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. 2C2P, OUR PARENT AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.** 2C2P does not have any control over the goods and/or services that are paid for through the use of Qwik by 2C2P and 2C2P cannot ensure that a buyer or a Seller you are dealing with will actually complete the transaction or is authorized to do so. 2C2P does not guarantee continuous, uninterrupted or secure access to any part of Qwik by 2C2P, and operation of 2C2P’s website may be temporarily suspended for maintenance or upgrade or interfered with by numerous factors outside of 2C2P’s control. 2C2P will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but 2C2P makes no representations or warranties regarding the amount of time needed to complete processing because Qwik by 2C2P is dependent upon many factors outside of 2C2P’s control such as delays in the banking system or mail service.
- 14.4 Indemnification.** You agree to defend, indemnify and hold 2C2P, 2C2P’s affiliates, and 2C2P’s officers, directors, agents, joint ventures, employees and suppliers harmless from any claim, demand (including attorneys’ fees), fine, or other liability incurred by any third party due to or arising out of your or your employees’ or agents’ breach of this Term and/or use of Qwik by 2C2P.
- 14.5 2C2P License Grant to You.** If you are using 2C2P software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platforms, then 2C2P grants you a revocable, non-exclusive, non-transferable license to use 2C2P's software in accordance with the respective documentation. This license grant includes the software and all updates, upgrades, new versions and replacement software for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to any third party. You must comply with the implementation and use requirements contained in all 2C2P’s documentation accompanying Qwik by 2C2P. If you do not comply with 2C2P's implementation and requirements, you will be liable for all resulting damages suffered by you, 2C2P and third parties. 2C2P may change or discontinue any APIs upon notice to you. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to 2C2P's software are owned by 2C2P. Any third party software application you use on the 2C2P’s website is subject to the license you agreed to with the third party that provides you with this software. 2C2P does not own, control nor have any responsibility or liability for any third party’s software application you elect to use on the 2C2P’s website and/or in connection with Qwik by 2C2P. If you are using Qwik by 2C2P on the 2C2P’s website, or other websites or platforms hosted by 2C2P, or

any third party, and are not downloading 2C2P's software or using third party software applications on 2C2P's website, then this section does not apply to your use of the hosted Qwik by 2C2P.

- 14.6 License Grant from You to 2C2P.** Subject to section 12.7, when providing 2C2P with content or posting content using Qwik by 2C2P, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, and sub licensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights and intellectual property rights you have in the content, in any media known now or in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights against 2C2P, its sub licensees or its assignees. You represent and warrant that none of the following infringe any intellectual property or publicity right: your provision of content to 2C2P, your posting of content using Qwik by 2C2P, and 2C2P's use of such content (including of works derived from it) in connection with Qwik by 2C2P.
- 14.7 Intellectual Property.** "2C2P.com," "2C2P", "123 Service", "Qwik", "easyBills", "iACCEPT", "123.co.th", "easyBills.in.th" and all other URLs, logos and trademarks related to Qwik by 2C2P is either trademarks or registered trademarks of 2C2P or its licensors. You may not copy, imitate or use them without 2C2P's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of 2C2P. You may not copy, imitate, or use them without our prior written consent. You may use HTML logos provided by 2C2P through our merchant services, auction tools features or affiliate programs without prior written consent for the purpose of directing web traffic to Qwik by 2C2P. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to 2C2P or Qwik by 2C2P or display them in any manner that implies 2C2P's sponsorship or endorsement. All right, title and interest in and to the 2C2P website, any content thereon, Qwik by 2C2P, the technology related to Qwik by 2C2P, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of 2C2P and its licensors.
- 14.8 Calls to You; Mobile Telephone Numbers.** By providing 2C2P a telephone number (including a mobile telephone number), you consent to receiving calls, including autodialed and prerecorded messages from 2C2P at that number. If we determine that a telephone number you have provided to us is a mobile telephone number, we may categorize it as such in our systems and in your Account Profile, and you consent to receive text messages from us about your use of Qwik by 2C2P at that number.
- 14.9 Marketing.** If you receive Information about another User through Qwik by 2C2P, you must keep the Information confidential and only use it in connection with Qwik by 2C2P. You may not disclose or distribute a User's Information to a third party or use the Information for marketing purposes unless you receive the User's express consent to do so.
- 14.10 Password Security.** You are responsible for maintaining adequate security and control of any and all IDs, passwords, PINs, or any other codes that you use to access Qwik by 2C2P.
- 14.11 Taxes.** It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. 2C2P is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction. Please be advised that you may be subject to withholding taxes or other tax liabilities with respect to importing services from a foreign entity. In addition, you may be subject to VAT, sales tax, income tax, or other tax liabilities as a seller of goods or services. It is your

responsibility to check with your local tax advisor to determine which taxes apply to you, and it is your responsibility to pay such taxes to the appropriate tax authority. All Fees related to Qwik by 2C2P is made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by applicable laws.

14.12 Complete Agreement and Survival. This Term along with any applicable Policies with respect to Qwik by 2C2P. Sections 6 (Closing Your Account), 9 (Your Liability – Actions We May Take), 10 (Disputes with 2C2P), 14 (General Terms), 15 (Definitions), and Exhibit A (Fees) as well as any other terms which by their nature should survive, will survive the termination of this Term. If any provision of this Term is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

14.13 Assignment. You may not transfer or assign any rights or obligations you have under this Term without 2C2P's prior written consent. 2C2P reserves the right to transfer or assign this Term or any right or obligation under this Term at any time.

14.14 Translation. Any translation of this Term is provided solely for your convenience and is not intended to modify the terms of this Term. In the event of a conflict between the English version of this Term and a version in a language other than English, the English version shall prevail.

14.15 No Waiver. 2C2P's failure or delay to act with respect to a breach by you or others does not waive 2C2P's right to act with respect to such breach or any subsequent or similar breaches.

14.16 Assumption of Rights. If 2C2P pays out a Claim, Reversal or Chargeback that you file against a recipient of your payment, you agree that 2C2P assumes your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in 2C2P's discretion.

14.17 YOU AGREE THAT THIS TERM WILL BE EFFECTIVE TO ALL USERS ON 1 July 2022

2C2P may amend this Term at any time by posting a revised version on 2C2P's website. The revised version will be effective at the time we post it.

14.18 You are solely responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of Qwik by 2C2P, including but not limited to, those related to export or import activity, taxes or foreign currency transactions.

15. Definitions

- **"Account Profile"** means the location on our website or mobile application where you can, after logging in, view and manage your profile, including your personal information, Payment Method details, Preapproved Payments authorizations, your selling tools, and your Account settings including your notification preferences and API Access permissions.
- **"Account"** or **"2C2P Account"** means a Personal or Business 2C2P Account.
- **"Add Money"** or **"Top Up"** means your ability to transfer money from your bank account or other channels specified by 2C2P to your 2C2P Account.

- **"Affiliate"** means 2C2P (Thailand) Company Limited or a company that is a direct or indirect subsidiary of 2C2P (Thailand) Company Limited., or otherwise related to 2C2P through common ownership or control.
- **"Authorize" or "Authorization"** means a buyer's express authorization to a Merchant to collect a payment from the buyer's 2C2P Account.
- **"Business Account"** means an Account used primarily for business purposes and not for personal, family, or household purposes.
- **"Chargeback"** means a request that a buyer files directly with his or her debit or credit card company or debit or credit card issuing bank to invalidate a payment.
- **"Commercial Entity Agreement"** means the agreement that commercial entities are required to enter into directly with 2C2P's payment processor(s).
- **"Commercial Payment"** means as defined in Exhibit A (Fees) below.
- **"Communications"** means any Account or transaction information that 2C2P provides to you, including: any Policies you agree to, including updates to these Policies; annual disclosure; transaction receipts or confirmations; Account history statements; and tax statements we are required to make available to you.
- **"Customer Service"** is 2C2P's customer support which can be accessed online through the **2C2P Call Center** at any time, or by calling **(+66) 02-026-3000**.
- **"Default Payment Methods"** means the order in which 2C2P uses your Payment Methods to fund a transaction if you do not select a Preferred Payment Method.
- **"Error(s)"** means a processing error made by 2C2P or its suppliers in which your Account is mistakenly debited or credited.
- **"Fees"** means those amounts stated in Exhibit A (Fees) of this Term.
- **"Information"** means any Account information that you provide to us, including but not limited to personal information, financial information, or other information related to you or your business.
- **"Instant Transfer"** means a payment funded using the sender's bank account in which 2C2P credits the recipient instantly.
- **"Merchant" and "Seller"** are used interchangeably and mean a User who is selling goods and/or services and using Qwik by 2C2P to receive payments.
- **"No Log-In Payment"** means a 2C2P payment that is made without the sender having to log into his/her Account.
- **"Payment Method"** means the payment method used to fund a transaction. The following payment methods may be used to fund a transaction (subject to availability): balance, Instant Transfer, eCheck, credit card, debit card, and Redemption Codes.

- **"2C2P Direct Payment"** means a payment that is made directly through the buyer's credit or debit card and not through a 2C2P Account, such as payments made through Website Payments Pro.
- **"2C2P Mobile"** means a 2C2P Service that allows you to send and receive payments through your mobile phone.
- **"Qwik by 2C2P"** means the services and any other features, technologies and/or functionalities offered by us on our website or through any other means.
- **"2C2P," "we," "us" or "our"** means 2C2P (Thailand) Company Limited.
- **"Personal Payment"** means a payment to a friend or a family member for goods and/or services such as your share of the rent or a dinner bill. Personal Payments may not be used for sending gifts. Personal Payments are not available in most countries.
- **"Policy" or "Policies"** means any policies or other agreement between you and 2C2P that you entered into on 2C2P's website, or in connection with your use of Qwik by 2C2P.
- **"Post Authentication"** means the methods that 2C2P utilizes to authenticate the Merchant or Seller or Buyer in order to identify the genuine user and to reduce the risk that may happen from the payment transaction.
- **"Preapproved Payment"** means a payment in which the recipient is provided advance Authorization to debit the sender's Account directly on a one-time, regular, or sporadic basis in accordance with the recipient's agreement with the sender. Preapproved Payments are sometimes called "subscriptions", "automatic payments", "automatic billing" or "recurring payments."
- **"Preferred Payment Method"** means a Payment Method that you select to fund a payment instead of using the Default Payment Methods.
- **"Redemption Code"** means the sequence of letters, numbers, and/or symbols placed on gift certificates, promotional coupons or other promotional offers and used to obtain a benefit.
- **"Reserve"** means a percentage of the funds received into your Account that we hold in order to protect against the risk of Reversals, Chargebacks, Claims or any other liability related to your Account and/or use of Qwik by 2C2P.
- **"Restricted Activities"** means those activities described in Section 9 of this Term.
- **"Reversal"** means 2C2P reverses a payment you received because (a) it is invalidated by the sender's bank, (b) it was sent to you in Error by 2C2P, Affiliates, or any direct or indirect 2C2P subsidiary, (c) the sender of the payment did not have authorization to send the payment (for example: the sender used a stolen credit card), (d) you received the payment for activities that violated this Term, the 2C2P Acceptable Use Policy, or any other Policy, or (e) 2C2P decided a Claim against you.
- **"Seller"** – see "Merchant" definition.
- **"Substantial Change"** means a change to the terms of this Term that reduces your rights or increases your responsibilities.

- **"Top Up"** – see "Add Money" definition.
- **"Transaction Details Page"** means the page on the 2C2P website titled "Transaction Details" that displays information about the transaction. This page is accessible from the individual transaction in your Account on the 2C2P website.
- **"Unauthorized Transaction(s)"** means as defined in Section 8.1 of this Term.
- **"User(s)"** means any person or entity using Qwik by 2C2P including you.
- **"Verified Account"** means an Account status that reflects that 2C2P has verified that an Account holder has legal control of one or more of his or her Payment Methods. A Verified Account status does not constitute an endorsement of a User or a guarantee of a User's business practices.
- **"Virtual Terminal Payment"** means a payment processed by 2C2P through the Virtual Terminal flows that is funded directly by a credit or debit card and not through an Account.

Exhibit A – Fees. Please see in [here](#)