

Terms and conditions of use for desknet's cloud service

Chapter 1 General Provisions

Article 1 (Purpose)

NEO THAI ASIA Co. (hereinafter referred to as the "Company") hereby establishes the "desknet's Cloud Service Terms of Use" (hereinafter referred to as the "Terms") applicable to the Service as outlined in Article 2 (Definitions), Item 1. (hereinafter referred to as "the Service").

Article 2 (Definitions)

The definitions of the key terms in this Agreement are as set out in the following items.

(1) "Service" refers to the "desknet's" service as a generic term for the individual services provided by the Company.

(2) "Individual Services" means the individual services provided within the Services.

(3) "Individual Terms" means the individual terms applicable only to the individual services within the Services, which are provided separately from these Terms.

(4) "Terms and Conditions" refers to these Terms and Conditions, the Individual Terms and Conditions, and the Company's website. In addition, if the Company and the customer have entered a separate agreement regarding the provision of the Service, the agreement is also included.

(5) "Customer" means any corporation, group, partnership or individual who applies to use the Service, and any corporation, group, partnership or individual who uses the Service.

(6) "Agent" means a corporation, group, partnership, or individual (including a subcontractor of such corporation, group, partnership, or individual) that has entered into a contract with the Company to sell the Services. (6) "SLA" means a contractual agreement between the Company and a third party.

(7) "SLA" means the document (Service Level Agreement) separately provided by the Company, which sets out the quality assurance for the provision of the Services.

(8) "Customer's Personal Information" means information about the Customer, including name, address, telephone number, e-mail address, ID and password, and other descriptions (including descriptions, numbers, symbols, and other codes, as defined in each item of Article 32 (Protection of Personal Information) contained in such information.

(9) "Charges and Other Information" means the Customer's Service Charges, Service Charge Details, Billing Charges, Payment Information, and other information relating to the Service

Charges billing and settlement usage results.

(10) "Customer Data" means the electronic data and information that a customer registers and stores in the data area of the Service in order to use or by using the Service.

(11) "Regular Maintenance" pertains to scheduled periodic maintenance aimed at sustaining the smooth operation of the Service.

(12) "Planned Maintenance" involves maintenance conducted at a pre-scheduled date and time to ensure the continued smooth operation of the Service.

(13) "Emergency Maintenance" involves urgent, unscheduled maintenance carried out without prior notice when it becomes imperative to maintain the service.

Article 3 (Application of the Terms)

1. The Company shall provide the Service under these Terms and Conditions.
2. If individual Terms and Conditions are established for individual service types within the Service, the individual Terms and Conditions shall take precedence over these Terms and Conditions for such individual service types.
3. You are deemed to have agreed to these Terms and Conditions.
4. If the customer has entered into an individual contract with an agency regarding the use of the Service, such contract shall take precedence over these Terms. The company shall not have any knowledge about the content of such contracts (including any damage caused to the Customer because of such contracts). Besides, the Company shall not have any knowledge about the contents of the relevant contract (including any damage caused to the customer because of such contract) and shall bear no responsibility.

Article 4 (Changes to the Terms)

1. The Company reserves the right to change the Terms and Conditions without the prior consent of the Customer.
2. We will notify you of any changes to these Terms and Conditions by any means we deem appropriate (including, but not limited to, display on the Website and notification to you by email).
3. If you apply for or use the Services after any changes are made to these Terms, you will be deemed to have agreed to the changes.

Chapter 2: Matters relating to services

Section 1 Content of Services

Article 5 (Types of Services)

1. The types, names, and contents of individual services provided by the Service shall be as specified in these Terms and Conditions.
2. The Company may change the type, name, and content of individual services without the prior consent of the customer.

Article 6 (Inquiry Desk)

1. The contact point and contact hours for enquiries regarding the Service are as follows.

Contact: NEO THAI ASIA Co., Ltd.

Tel: 02-275-8849

Mobile: 065-985-8644

Office Hours: 9:00 -17:30 (UTC+7, excluding Saturdays, Sundays, National Holidays and Company Holidays)

Languages available: English, Japanese, Thai

2. In the event that this Service is unavailable due to a service failure, etc., the inquiry desk and reception hours will be as follows: nights, weekends, holidays, and Company holidays.

- (1) Reception counter: NEO THAI ASIA Co., Ltd.

 Trouble counter Reception hours: 00:00-09:00 and 18:00-24:00 (UTC+7)

 on our business days.

 00:00-24:00 on Saturdays, Sundays, holidays, and
 company holidays (UTC+7)

 Languages available: English, Japanese, Thai

 Contact: support@neothai-asia.com

Section 2 Procedures for the Service

Article 7 (Application for Use of the Service)

1. The Customer shall apply for the Service by agreeing to the Terms and Conditions, filling in the application form prescribed by the Company or the Agent and submitting such application form to the Company or the Agent. If you do not agree to the Terms and Conditions, you will not be able to use the Service.
2. The application of the preceding paragraph may be substituted by sending a form on

the website or an electronic file by e-mail or fax only when the Company approves.

Article 8 (Start of Service)

1. The contract for the use of the Service, which is based on the Terms of Use, shall be concluded when the Company accepts the application for use as described in the previous article.
2. The Company shall notify the Customer of the "Service Commencement Date", "Various IDs", "Passwords" and other information required for the use of the Service in writing or by email after the Service Contract has been concluded.
3. The customer shall be deemed to have confirmed the formation of a usage contract with the notification of the preceding paragraph, and shall be obliged to pay the Service Usage Fee regardless of whether or not the customer actually uses the Service after the "Service Start Date".

Article 9 (Rejection of Application for Use)

1. The Company may refuse to accept an application for use of the Service as set out in Article 7 (Application for Use of the Service) if the Company deems that the Customer falls under any of the following items.
 - (1) If there is a risk that you cannot comply with your obligations under these Terms and Conditions.
 - (2) If you have made a false entry in the application form for the Service.
 - (3) If there is a risk of using the Service in a manner that may damage the reputation of the Company or the Service.
 - (4) When it is extremely difficult to provide the individual service, that is the subject of the application for use, or to install and maintain the equipment for that individual service.
 - (5) If you have committed or are likely to commit an act that falls under Article 17 (Suspension of Service Provision).
 - (6) When the customer is a minor and has not obtained the consent of a parent or guardian.
 - (7) In addition to the preceding items, if the Company deems it inappropriate to provide the Service.
2. If the Company does not approve the application for use of the Service under Article 7 (Application for Use of the Service) in accordance with the preceding paragraph, the Company shall notify the Customer to that effect in writing.

Article 10 (Period of Use of the Service)

1. You may use the Services from the "Service Commencement Date" as notified in Article 8 (Service Commencement).
2. Each individual service has its own minimum usage period and contract unit period. The minimum usage period and the contract unit period for each individual service are as set out in these Terms of Use.
3. The Service Usage Period and the Minimum Usage Period in the preceding paragraph shall be counted on the first day of the month following the date of establishment of the Usage Contract in Article 8 (Start of Service Usage).
4. In the event that the service usage period for an individual service expires, the contract for that individual service will be automatically renewed with the starting date being the day after the expiration date of the contract unit period.

Article 11 (Change of the contents of usage service)

1. The Customer who wishes to change the contents of the Service shall apply for a change in the contents of the Service by filling in the necessary information on the change application form prescribed by the Company or its agent and submitting the said application form to the Company or its agent.
2. The provisions of Article 7 (Application for Service) to Article 10 (Term of Service) shall apply mutatis mutandis to the method, acceptance, rejection, and term of use of the Application for Change of Service.

Article 12 (Change of information about the customer)

The Customer shall notify the Company of any changes to the details stated in the Application for Use (including the Application for Change of Details). In the event of any change to the details stated in the Application for Use (including the Application for Change of Details), the Customer shall immediately notify the Company of such change in writing. The Company shall not be liable for any loss or damage incurred by the Customer as a result of any delay in such notification.

Article 13 (Termination of Use of the Service by the Customer)

1. If you wish to end your use of the Service, you shall notify the Company in writing at least one month prior to the date of termination of your use of the Service, as separately stipulated by the Company.
2. If the period between the date of notification to united and the date of termination is less than one month, the last day of the month following the date of notification to united shall

- be deemed the date of termination.
3. Notwithstanding the provisions of the preceding paragraph, in the event that the Service is unavailable due to any of the reasons, set out in Article 18 (Suspension of Service Provision) or Article 20 (Restriction of Service Use) and the Company deems that the Customer is unable to achieve the purpose of the contract relating to the use of the Service, the Customer may terminate the Service by notifying the Company in writing as separately stipulated by the Company. In this case, the customer may apply for the termination of the Service by notifying the Company in writing. In such a case, the use of the Service shall be deemed to have been ended on the date on which the Company's written consent to such termination request reaches the Customer.
 4. In the event of termination of the Service prior to the expiry of the minimum usage period as set out in Article 10 (Service Usage Period), the Customer shall pay in a lump sum the Service Fees for the period from the day following the date of termination of the Service to the date of expiry of the minimum usage period, regardless of the termination of the Service.

Section 3 Service Charges

Article 14 (Service Fees)

1. The Service Fees shall be as set out in the Service Fee Schedule.
2. In the event that the provision of the Service is suspended due to any of the reasons set out in Article 17 (Suspension of Service Provision), the Service shall be deemed to have been provided during such suspension period.
3. In the event that the Service Agreement is terminated due to the reasons set out in Article 17 (Suspension of Service Provision), the Customer shall forfeit the benefit of the term and shall immediately repay the obligations under these Terms and Conditions. The Customer shall not be entitled to set off such debts against the Company or the Company's successors in title.
4. In the event that the use of the Service by the Customer exceeds the scope of the Service Agreement, the Company may, by giving prior written notice to the Customer, change the terms of the Service Agreement and charge the Customer for the Service after such change.
5. In the event that a Customer fraudulently avoids payment of the Service Charges, the Customer shall pay to the Company, in addition to the amount of such payment, an amount equivalent to twice the amount of such payment as a surcharge.
6. In the event of delay in payment of the Service Fee or the surcharge set out in the preceding

paragraph, the Customer shall pay to the Company as late payment damages an amount calculated at the rate of 14.6% per annum for the period of delay.

7. In the event of termination of use of the Service, regardless of the reason, the Company shall not refund any service fees received from the Customer.

Article 15 (Method of Payment of Service Charges)

1. The Customer shall pay the Service Charges set out in the preceding Article under the date and method set out in the invoice issued by the Company or its agent. The Customer shall bear the cost of bank transfer fees, consumption tax and any other costs associated with such payment.
2. If a dispute arises between the Customer and a financial institution, etc. in relation to the payment set out in the preceding paragraph, such dispute shall be resolved between the parties concerned and the Company shall not be liable for any such dispute.

Article 16 (Revision of Service Charges)

1. The Company reserves the right to revise the Service Fee without the prior consent of the Customer.
2. The Company shall notify the Customer of the revised Service Fees in a manner that the Company deems appropriate (including, but not limited to, display on the Website and notification to the Customer by email).
3. If you apply for or use the Service after the revision of the Service fee, you will be deemed to have agreed to the revised content.

Section 4 Suspension of Services, etc.

Article 17 (Suspension of Service Provision)

1. The Company may suspend the provision of the Service to the Customer for a specified period of time if the Customer falls under any of the following items.
 - (1) If the Customer fails to pay the Service Charges, Surcharges or Late Payment Charges after the due date.
 - (2) The customer has made a false entry in the application form for the Service.
 - (3) The User causes, directly or indirectly, an excessive load or serious disturbance (including, but not limited to, damage to equipment or data) to the Company or a third party in connection with the use of the Service. (3) If the User causes any damage to the Company or any third party, directly or indirectly.
 - (4) If, due to an act in violation of these Terms and Conditions, etc., the Company's business

operations or the telecommunications facilities of the Company or a company designated by the Company have been or are likely to be interfered with.

- (5) In the event that the Company deems the User to be in breach of the provisions of Article 27 (Principle of Self-Risk) through Article 31 (Prohibited Acts).
- (6) If there is a petition for seizure, provisional seizure, provisional disposition, auction, or if you are subject to a disposition of delinquent taxes and public dues and other public authority.
- (7) When there is a petition for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, or a third party has received such a petition.
- (8) If you violate the law or use the Service in a manner that is offensive to public order and morals, or if there is a risk of such violation.
- (9) When there is a change in the method of payment of the Service fee and the customer's information required for the changed payment method cannot be confirmed.
- (10) If you violate these Terms and Conditions and the violation is not corrected despite our notice.
- (11) In addition to the preceding items, if the Company deems it inappropriate to provide the Service.

2. The Customer shall promptly notify the Company in writing of any event that falls under item 6 of the preceding paragraph or is likely to occur.

3. The Company may immediately terminate the Service Agreement in the event that the Customer falls under any of the items in Paragraph 1. 3. The provisions of Article 13 (Termination of Service Use by the Customer) shall apply mutatis mutandis to such termination.

4. In the event of termination of the Service Agreement under the preceding paragraph, the Customer shall be liable to compensate the Company for any loss or damage incurred by the Company as a result of such termination.

Article 18 (Suspension of Service Provision)

1. The Company may suspend the provision of all or part of the Service in any of the following cases.

- (1) When it is unavoidable due to maintenance or construction of the telecommunications facilities of SBM or the company designated by SBM.
- (2) In the event that the Company or a company designated by the Company performs maintenance on the Service.
- (3) In the event of a failure of the telecommunications facilities of the Company or a company

designated by the Company.

(4) When it becomes difficult to provide the Service due to the discontinuation of the telecommunications service by the telecommunications carrier or the company designated by the Company.

(5) In addition to the preceding items, in the event of any other reason deemed unavoidable by SBB.

2. In the event that the Company suspends the provision of all or part of the Services in accordance with Item 1 of the preceding paragraph, the Company shall notify the Customer at least 14 days in advance, and if the Company suspends the provision of all or part of the Services under any of Items 2 through 5 of the preceding paragraph, the Company shall notify the Customer in advance of the reason for the suspension, the date of suspension and the period of suspension in a manner that the Company deems appropriate (e.g., by displaying a notice on the website, by sending an e-mail to the Customer, etc.). The Company shall notify the Customer of the reason, the date of implementation, and the period of implementation in advance by any means deemed appropriate by the Company (including, but not limited to, display on the website and notification to the Customer by e-mail). However, in the event of an emergency or unavoidable situation, the Company will notify the customer by the following means. However, this shall not apply in the event of an emergency.

3. The Company shall not be liable for any loss or damage incurred by the Customer due to the discontinuation of the Service in accordance with this Article.

4. The Company shall not be responsible for any damages incurred by the Customer due to the discontinuation of the Service in accordance with this article.

Article 18-2 (Maintenance)

1. To ensure the smooth operation of the Service, the Company will conduct regular and planned maintenance.

2. Scheduled maintenance will be routinely performed between 21:00 and 06:00 (UTC+7) every day. During this period, there may be a brief delay of several seconds or a temporary interruption of the Service.

3. Planned maintenance will take place at a pre-scheduled date and time, and it may entail temporary interruptions to the Service.

4. Our company will execute emergency maintenance when it is unavoidable to maintain the service. Emergency maintenance may result in a temporary interruption of the Service.

Article 19 (Postponement of Service Start)

1. The Company may postpone the commencement of the Service from the "Service

Commencement Date" notified in Article 8 (Service Commencement) if any of the following applies.

(1) When it is more difficult than usual to provide the individual service that is the subject of the application for use, or to start installation and maintenance of the equipment related to the individual service.

(2) In the event that the telecommunications carrier or a company designated by the Company postpones the start of the provision of the telecommunications service.

(3) In addition to the preceding items, there are other reasons that SBB considers unavoidable.

2. In the event that the Company postpones the commencement of the Service due to any of the items in the preceding paragraph, the Company shall notify the Customer in a manner that the Company deems appropriate (including, but not limited to, display on the website and notification to the Customer by e-mail). In the event of a postponement, we will notify you by any means we deem appropriate (including, but not limited to, display on the website and notification to you by email).

Article 20 (Restriction of Service Use)

The Company may restrict or suspend the use of the Service in order to give priority to communications that are urgent in the public interest, in the event that the Company is unable to use all or part of the Service due to the occurrence of a natural disaster or other emergency, or if there is a risk of such a situation, such as significant congestion of communications demand.

Article 21 (Abolition of the Service)

1) The Company may, at its own discretion, discontinue all or part of the Service without the consent of the Customer.

2) In the event that the Company discontinues all or part of the Service in accordance with the preceding paragraph, the Company shall notify the Customer at least two (2) months prior to such discontinuation by a method that the Company deems appropriate (including, but not limited to, display on the website and notification to the Customer by e-mail).

3) The Company shall not be liable for any loss or damage incurred by the Customer as a result of the discontinuation of the Service in whole or in part in accordance with this Article.

Section 5 Handling of Data, Software, etc.

Article 22 (Copyright of Software, etc.)

The copyright, know-how and other intellectual property rights in and to the software and other information provided to you under these Terms and Conditions ("Software") shall belong to the Company or a third party who has licensed the Software to the Company. The copyright, know-how and other intellectual property rights in the software and other information provided to you under these Terms and Conditions (the "Software") shall belong to the Company or a third party who has licensed the Software to the Company.

Article 23 (Backup)

The Company may, at its discretion, back up the Customer Data in order to prepare for any failure of the Service.

Article 24 (Handling of Data, etc.)

1. The Company shall implement necessary and appropriate measures for organizational, human, physical, and technical safety management to the extent deemed reasonable to prevent loss, damage, leakage, and other uses other than the original purpose of the Customer Data.
2. The Company may access the Customer Data in any of the following cases.
 - (1) In order to provide the Service stably and to prevent and deal with any problems.
 - (2) To perform backup in accordance with the provisions of Article 23 (Backup).
 - (3) When we are required by law or by an authorized government agency to disclose your personal information.
 - (4) In the event that the Company has received written consent from the customer (including e-mail).
3. When we have obtained your written (including e-mail) consent.

In the event that the Company realizes all or part of the contents of the Customer Data in accordance with any of the items of the preceding paragraph, the Company shall treat such information as confidential information under the provisions of Article 32 (Protection of Personal Information).

4. The Company shall not be liable for the content, accuracy or legality of the Customer Data.

Article 25 (Erasure of Data, Software, etc.)

1. The Company may, without the prior consent of the Customer, delete the relevant data or suspend the transfer or delivery of the relevant data in the event that the Customer's data

in the Service exceeds the prescribed standards set by the Company or falls under any of the items of Article 17 (Suspension of Service Provision). The Company shall not be liable for any loss or damage arising from the use of such data.

2. The Company shall not be liable for any loss or damage incurred by the Customer as a result of the deletion of data or the suspension of the transfer or delivery of data in accordance with the preceding paragraph.

Article 26 (Data, Software, etc. at the Time of Termination of Service Use)

1. The Company shall be entitled to delete the customer data, software, etc. in the relevant service immediately when the contract for the use of the Service is terminated or the customer terminates the use of the Service, regardless of the cause.
2. The Company shall not be liable for any loss or damage incurred by the Customer due to the deletion of the Customer Data, Software, etc. in accordance with the preceding paragraph

Section 6 Compliance

Article 27 (Principle of self-responsibility)

1. You shall be fully responsible for any and all actions taken within the Service and the results thereof, regardless of whether or not such actions were taken by you.
2. You shall be responsible for all information you transmit through the Service.
3. In the event that you cause any damage to other users of the Service or any third party in connection with your use of the Service or your actions in connection with the Service, you shall compensate for such damage at your own expense and responsibility.
4. In the event that you receive an enquiry or claim from a third party or a dispute arises between you and a third party in relation to your use of the Service or your conduct in connection with the Service, you shall resolve the dispute at your own expense and responsibility.
5. In the event that you cause any damage to the Company as a result of the reasons set out in clauses 1 to 4 above, you shall indemnify the Company for such damage at your own expense and responsibility.
6. The Company shall not be liable for any loss or damage incurred by the Customer as a result of the reasons set out in clauses 1 to 4.

Article 28 (Management of Software, etc.)

1. You shall comply with the following items when using the Software.
 - (1) You shall not lend, transfer, license or otherwise dispose of the Software to any third party.

- (2) You will manage the Software with the care of a good manager.
 - (3) You shall use the Software only for the purpose of using the Service and shall not use the Software for any other purpose.
2. If the Software is lost or damaged as a result of a breach of the items in the preceding paragraph, the Company or a contractor designated by the Company shall restore or repair the Software, and the Customer shall pay the costs of such restoration or repair.

Article 29 (Management of Account)

1. You shall be fully responsible for the management of your ID and password (hereinafter referred to as "Account Information") for the Service granted by the Company.
2. The Customer shall not allow any third party (including any person other than the Customer's representative administrator) to use the Account Information.
3. The customer shall immediately notify the Company of any theft or possible theft of account information, and shall comply with any instructions given by the Company. The Company shall not be liable for any loss or damage incurred by you as a result of your account information being stolen or used by a third party.

Article 30 (Obligation to respond by e-mail)

1. The customer shall ensure that the Company's notification to the e-mail address stated as the contact address in the application form or in the notification of changes based on Article 12 (Changes in Customer Information) (hereinafter referred to as the "contact e-mail address") reaches the customer. The Customer shall be responsible for maintaining and managing the Contact Email Address in order to ensure that the Company's notices to the Customer (hereinafter referred to as the "Customer") reach the Customer's email address (hereinafter referred to as the "Contact Email Address").
2. If you receive a request from us at the Contact Email Address, you shall respond to that request without delay.
3. We may send you information about our services, the products or services of our business partners, etc., which we believe may be of interest to you, to your contact e-mail address. In this case, the customer shall be responsible for the disk space consumed by the e-mails and electronic files sent by the Company.

Article 31 (Prohibited Acts)

1. In using the Service, the Customer shall not engage in any of the following acts.
 - (1) Acts that violate, may violate, or are similar to laws and regulations.
 - (2) Discriminate or slander the Company or a third party, or infringe or may infringe the

- honor, trust, privacy or other personal rights of the Company or a third party.
- (3) Collecting or obtaining personal information or other information about a third party by deception or other wrongful means, or any similar act.
 - (4) Illegal disclosure or provision of personal information to a third party without the consent of the person concerned, or any similar act.
 - (5) Infringing or threatening to infringe the copyright or other intellectual property rights of the Company or any third party.
 - (6) Infringing or threatening to infringe on the interests of the Company or any third party deserving of legal protection.
 - (7) Criminal acts, acts to induce or facilitate criminal acts, or acts that may lead to such acts.
 - (8) Intentional provision of false information, or similar acts.
 - (9) Actions that violate or may violate the Public Offices Election Law.
 - (10) Acts that are or may be similar to pyramid schemes (so-called "Ponzi schemes"), or acts that solicit such schemes.
 - (11) Dissemination of content that is obscene, child prostitution, child prostitution, child pornography, child abuse, or that violates or is similar to the Act on the Protection of Children.
 - (12) Acts that interfere or may interfere with the provision of this service.
 - (13) Use this service in a way or manner that interferes with the communication of third parties, or acts that may do so.
 - (14) Unauthorized access, cracking, or attacks on computers or telecommunications equipment operated by the Company or a third party, or use of the Service in a manner or form that interferes with computers or telecommunications equipment operated by the Company or a third party. (16) The act of posting information that promotes such acts or acts similar to such acts.
 - (15) Sending advertising, promotional, or solicitation e-mails (including, but not limited to, specified e-mails) to third parties without permission. Sending advertising or solicitation e-mails (including, but not limited to, specified e-mails) to third parties without permission, sending e-mails that are or may be disgusting to third parties (so-called "harassing e-mails" or "junk e-mails"), or similar acts.
 - (16) Use of computer viruses or other computer programs that interfere with or may interfere with the business of a third party through the use of this service, acts of providing such computer programs to a third party, or acts of threatening to do so.
 - (17) Changing a third party's communication environment to an expensive communication line such as an international telephone line without permission, or distributing computer programs to change the settings.

- (18) Falsifying or deleting information of a third party accessible through the service.
 - (19) Illegal use of a third party's account information, or similar acts.
 - (20) Any other act of using the Service in a manner that infringes on the legal interests of a third party, or in a manner or form that is offensive to public order and morals.
2. The acts specified in the preceding paragraph include any act that induces or results in the same act, such as linking to the site where the act is being performed.
 3. In the event that the Company deems that the Customer is engaging in any of the prohibited acts set forth in Paragraph 1, the Company shall, in addition to taking measures including the suspension of service provision as set forth in Article 17 (Suspension of Service Provision), be liable to the Customer for the cost of operating the Service and other expenses incurred in responding to complaints about the Customer's violations, and the Company shall be liable to the Customer for any damages incurred as a result of the Customer's violations. Besides, the Company shall be entitled to claim from the Customer the cost of operation and other expenses incurred in responding to complaints about the Customer's breach, and the cost of any damage incurred by the Company as a result of the Customer's breach.
 4. Should the Company ascertain that the customer is engaging in any act falling under the prohibited acts stipulated in Paragraph 1, the Company will take measures, including the suspension of service provision as outlined in Article 17 (Suspension of Service Provision). Additionally, the Company reserves the right to claim from the customer the operating costs necessary to address complaints regarding the customer's violation, as well as any costs incurred by the Company due to the customer's violation.

Chapter 3 Miscellaneous Provisions

Article 32 (Protection of Personal Information)

1. The Company shall not disclose or divulge to any third party, or use for any purpose other than the provision of the Service, any confidential information or personal information of the Customer obtained in connection with the provision of the Service. The Company shall not disclose or divulge the Customer's confidential information or the Customer's personal information obtained in connection with the provision of the Service to any third party, or use such information for any purpose other than the provision of the Service; provided, however, if the Company is required to disclose such information by law or by an authorized governmental authority, the Company may disclose such information to the party to which the Company is required to disclose such information by law.
2. Notwithstanding the preceding paragraph, you agree we may use your personal information

that we have obtained in connection with the provision of the Service for any of the following purposes, including the provision of such information to third parties, to the extent necessary to achieve the purposes of use set forth in each of the following items (hereinafter referred to as the "Purposes of Use")

- (1) For the purpose of personal authentication, billing, credit management, system operation, customer service operation, and notification of changes in fees, etc., and changes, additions, or discontinuation of the Service, which are necessary for the provision of the Service, response to enquiries, etc., the User ID, company name, department name, name, e-mail address, telephone number, fax number, address, etc. The Company may use the User ID, company name, department name, name, e-mail address, telephone number, fax number, address, and other contract information (including information related to the contents of the contract such as the date of application, date of contract, services used, usage status, and method of payment of fees, etc.) To use the information provided by the Company (including information related to the contents of the contract, such as the date of application, date of contract, services used, usage status, and method of payment of fees, etc.)
 - (2) To use the name, user ID, address, telephone number, e-mail address, and information on charges, etc., in order to respond to, support, or contact customers, etc., in response to claims, enquiries, or complaints in relation to the provision of the Service.
 - (3) To retain and use user IDs, etc., communication history, and other information necessary to process the withdrawal of a customer's membership for a predetermined period of time after the cancellation of the user contract.
 - (4) To use names, user IDs, addresses, telephone numbers, and e-mail addresses to send e-mail, mail printed materials, or make phone calls in order to obtain the consent of the customer or other person concerned regarding the use of personal information.
 - (5) To use the customer's personal information for any other purpose for which the customer has voluntarily given consent.
 - (6) To use your personal information for the purpose of disclosing your personal information in accordance with the law or in response to a disclosure request from an authorized government agency.
3. The customer may request the disclosure of personal data held by the company. You may also request that we correct or suspend the use of your personal information if it is found to be incorrect. We will only respond to a request for disclosure if we are able to confirm the identity of the customer concerned. In addition, the customer shall pay the prescribed fee stipulated by the Company for requesting disclosure.
 4. The contact point and contact hours for enquiries regarding the handling of personal

information are as follows.

Contact person: NEO THAI ASIA Co. Customer Service Center

E-mail: support@neothai-asia.com

Tel: 02-275-8849

Hours: 9:00 -17:30 (UTC+7, excluding Saturdays, Sundays, public holidays and company holidays)

Languages available: English, Japanese, Thai

Article 33 (Exclusion of Antisocial Forces)

1. The Company represents and warrants that it does not fall under any of the following categories, and will not fall under any of the following categories in the future.

(1) Having a relationship in which a member of a crime syndicate, etc. is deemed to be in control of the management.

(2) To have a relationship in which a member of a crime syndicate, etc. is deemed to be substantially involved in management.

(3) An officer or a person substantially involved in the Company's management has a socially reprehensible relationship with a member of a crime syndicate, etc.

2. The Customer and the Company shall not, by themselves or by using a third party, engage in any of the following acts.

(1) Violent demands

(2) Unreasonable demands beyond legal responsibility

(3) Threatening words or actions or the use of violence in relation to transactions

(4) Spreading rumors, using deception or force to damage the other party's credibility or interfere with the other party's business.

(5) Any other act equivalent to any of the preceding items.

3. In the event that you and the Company have reasonable grounds to suspect that the other party is in breach of the provisions of Clause 1, you and the Company shall be entitled to investigate the other party for the existence of such breach, and the other party shall cooperate with such investigation. You and the Company shall also notify the other party immediately if it becomes apparent that you have violated or are likely to violate any of the provisions of paragraph 1.

4. In the event that the other party violates any of the preceding three paragraphs, the Customer and the Company shall be entitled to forfeit the benefit of the term held by the other party and immediately terminate the Service Agreement without the need for any procedures such as notice or demand.

5. The customer and the Company shall have no obligation or responsibility for any damage suffered by the other party as a result of termination under the preceding paragraph.

Article 34 (Subcontracting)

The Company may, at its discretion, subcontract all or part of the work required to provide the Services to the Customer to a third party. In this case, the Company may, at its discretion, subcontract all or part of the work required to provide the Services to you to a third party (hereinafter referred to as the "Subcontractor"). In this case, the Company shall require the third party (hereinafter referred to as the "Subcontractor") to perform the Subcontracted Work in accordance with Article 32 (Protection of Personal Information) as well as the Company's obligations under these Terms and Conditions.

Article 35 (Prohibition of Transfer of Rights and Obligations)

1. You may not assign or transfer your rights to use the Service or your position under these Terms to a third party.
2. In the event of a merger, corporate split, or business transfer that results in the succession of a position under these Terms and Conditions, the corporation that succeeds to the position shall promptly notify the Company of such succession, together with proof of the fact that such succession has occurred.
3. In the event that the Company does not consent to the succession set forth in the preceding paragraph, the Company may terminate the Service Agreement by giving written notice to the succeeding corporation within one month of receipt of the notice set forth in the preceding paragraph. The provisions of Article 13 (Termination of Service Use by the Customer) shall apply mutatis mutandis to such termination.
4. In the event that the Company accepts the succession set out in Clause 2, the Succeeding Corporation shall succeed to all claims and obligations under these Terms and Conditions.

Article 36 (Communication Equipment, etc.)

The Company shall not be liable for any communication equipment, software and incidental contracts necessary for the use of the Service, and any failure or damage arising therefrom, which are procured by the Customer at the Customer's own expense and responsibility, except those provided by the Company through the Service.

Article 37 (Connection Providers)

1. The Company may designate an Internet connection environment or an Internet service provider connection environment that is necessary or suitable for the use of the Service.

2. The Company shall not be liable for any problems arising from differences between the recommended provider and the Company's recommended provider when the Customer uses the services of a connection provider not recommended by the Company.

Article 38 (Designated Hardware and Software)

1. The Company may specify hardware and software necessary or suitable for the use of the Service.
2. In the event that you use hardware and software that is not recommended by the Company, the Company shall not be liable for any problems arising from differences between the recommended hardware and software.

Article 39 (Data Center)

The Company may designate a data centre that is necessary or suitable for the use of the Service.

Article 40 (Compensation for Damages)

1. The Company shall be liable to the Customer for compensation and indemnity in relation to the provision of the Service as set out in the following items.
 - (1) In the event that the Company stipulates in the Individual Terms or SLA that it will provide certain compensation for failure to comply with the SLA, the Company shall not be liable for anything other than such compensation. The Company shall not be liable for any loss or damage arising out of or in connection with the failure to comply with the SLA.
 - (2) In addition to the foregoing, the Company shall be liable to compensate you for ordinary damages actually incurred by you as a direct result of the Company's breach of its obligations under these Terms and Conditions. However, the total amount of such compensation shall be limited to the total amount of the Service Charges paid by the Customer to the Company during the past twelve (12) months from the date of occurrence of such damage, unless the Company is intentionally or grossly negligent.
2. The Company shall not be liable for any damage arising from reasons not attributable to the Company, any damage arising from special circumstances whether or not foreseen by the Company, or any loss of profit.
3. If the customer does not make a claim within three months of the date on which the customer is entitled to make a claim under each item of paragraph 1, the customer shall forfeit that right.
4. In the event that the Company is unable to provide the Service due to reasons attributable to a telecommunications carrier related to the Service facilities, the Company shall limit the

amount of compensation for damages received from the telecommunications carrier to the amount of compensation for all customers who were unable to use the Service, and shall accept claims for compensation only for ordinary damages actually incurred by the customer. The Company shall respond to claims for compensation only for normal damages actually incurred by the customer.

5. The Company may substitute the provision of the Service or extension of the Service Period in an equivalent amount for compensation for damages under this Article.
6. In the event that the Company incurs any loss or damage as a result of the Customer's breach of these Terms and Conditions, the Company may claim compensation for such loss or damage from the Customer.

Article 41 (Exemption from Liability)

1. The Company's liability to the Customer shall be limited to the scope of the preceding article, and the Company shall not be liable for any loss or damage incurred by the Customer as a result of the following events, regardless of whether such loss or damage is caused by default, tort, or any other legal cause of claim.

- (1) Force majeure such as natural disaster, disturbance, riot, etc.
- (2) Failure of the customer's equipment or failure of the customer's connection environment, such as failure of the internet connection service to the service equipment.
- (3) Faults caused by the performance of the Internet connection service, such as response time from the facilities for this service.
- (4) Intrusion of a computer virus into the Service Equipment of a type for which the Company has not been provided with virus patterns, virus definition files, etc. by a third party in relation to computer virus protection software introduced by the Company from a third party.
- (5) Unauthorized access by a third party to the Service Facilities, etc., which cannot be prevented even with the care of a good manager, attack, or interception on the communication route.
- (6) Damage caused by the customer's failure to comply with the procedures and security measures specified by the Company.
- (7) Damage caused by software (including, but not limited to, OS, middleware, DBMS) and database not manufactured by the Company in the equipment for the Service. (7) Damage caused by software (including, but not limited to, OS, middleware and DBMS) and database not manufactured by the Company.
- (8) Damage caused by hardware not manufactured by the Company in the equipment for the Service.
- (9) Damages caused by malfunction of the telecommunication service provided by the

telecommunication carrier.

(10) Compulsory dispositions based on the provisions of Article 218 of the Code of Criminal Procedure or the Act on Interception of Communications for the Purpose of Criminal Investigation, or other compulsory dispositions based on court orders or laws.

(11) Accidents such as loss of delivered goods in transit due to reasons not attributable to the Company.

(12) In the event that the work is performed by a subcontractor and the Company is not responsible for negligence in the selection and supervision of the subcontractor.

(13) Other reasons not attributable to the Company.

2. The Company, at its discretion, may modify, alter, change specifications, or update the Service and software, etc. (referred to as "Version Upgrades, etc."). The Customer acknowledges and agrees in advance that the functions provided by the Service and software may be altered or discontinued.

3. The Company shall not be held responsible for any disputes that may arise between the Customer and a third party due to the Customer's use of the Service.

Article 41-2 (Notification Function)

The Company may utilize the notification function embedded in the Service to communicate and distribute information to the customer via the Internet.

Article 42 (Export Control)

1. In the event that the Customer needs to handle, directly or indirectly, any of the following items with respect to the Customer's data, software, etc., as a result of the Customer's use of the Service, the Customer shall obtain the prior consent of the Company and shall comply with the regulations of the "Foreign Exchange and Foreign Trade Act" and the applicable foreign export laws and regulations, such as the U.S. Re-export Control Regulations (hereinafter collectively referred to as "Export Control Regulations")

(1) When exporting.

(2) To be taken abroad.

(3) To be provided to or used by a non-resident.

(4) In addition to the preceding items, in cases where export regulations require it.

Article 43 (Governing Law and Jurisdiction)

1. These terms and conditions shall be governed by the laws of the Kingdom of Thailand.

2. In the event of any legal action between the customer and the Company, the Bangkok District Court shall be the exclusive court of first instance.

government agency, the Company may disclose such information to the party to which such information is to be disclosed in accordance with the provisions of such law.

4. If you wish to install a client tool module on your own computer hardware, you must accept a separate software license agreement.

<Agreement Regarding AppSuite App Library>

1. The Company shall provide the application templates available in AppSuite's application library (hereinafter referred to as the "AppSuite App") to the customer "as is," and the Company shall not provide any warranty regarding the AppSuite App. We shall not be held responsible for any non-conformity to the contract or warranty.

2. The Company warrants to the Customer that the AppSuite App will be free from errors, malfunctions, defects, or other issues, will not infringe on the rights of third parties, is merchantable, and shall not be liable to the Customer or any third party. We make no warranties regarding the suitability of the Product for any particular purpose or any other matters not expressly provided for in these Terms. Furthermore, we have no liability whatsoever for the consequences of your use of, or inability to use, this AppSuite App

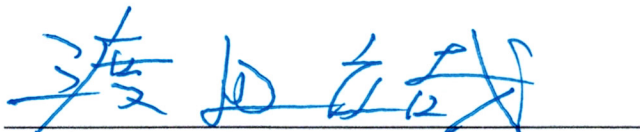
3. We may discontinue providing all or part of the AppSuite App without prior notice to you. Additionally, the Company shall not be liable for any damage caused to the customer as a result of such cancellation.

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Tatsuya Watanabe

