

# TERMS OF SERVICE

Future Spirits Thailand Co., Ltd.

## Chapter 1: General

### Article 1. Scope

These Terms of Service (these “Terms”) shall apply to the use of “FutureWeb Thailand” “FutureWeb Pro Thailand” and “FutureWeb VPS Thailand” as well as to the relevant services (collectively, the “Service”) provided by Future Spirits Thailand Co., Ltd. (54 BB Building 14th Floor, Room 1402, Sukhumvit 21, Klongtoey-Nua, Wattana, Bangkok 10110, Thailand, the “Company”). Users of the Service must comply with these Terms in good faith in their use of the Service.

### Article 2. Definitions

As used herein, the following terms shall have the following meanings:

- (1) “User Agreement” means an agreement on the use of the Service based on these Terms.
- (2) “Applicant” means a person who applies for the execution of a User Agreement.
- (3) “User” means a person who has executed a User Agreement with the Company concerning the Service.
- (4) “Fees” mean the fees and other payments due for using the Service and the optional service, and the VAT Amount relating thereto.
- (5) “VAT Amount” means the amount equivalent to the value added tax (VAT) imposed in accordance with the relevant VAT law.

### Article 3. Amendment of These Terms

The Company may amend these Terms without obtaining the consent of the User, but by giving a notice to the User using the method stipulated by the Company. In such case, the terms and conditions on the provision of the Service, including the relevant fees, shall be as set forth in the amended Terms.

## Chapter 2: The Service and the User Agreement

### Article 4. Provision of the Service

1. The Company shall provide to the User the services included in the Service as described in the separate “Service Price List.”
2. The Company shall separately indicate to the Users the detailed conditions for the use of the Service.

### Article 5. Provision of Optional Services

1. If the User desires to obtain optional services that are posted on the Company's website, he/she/it shall make an application therefor in accordance with the procedure stipulated by the Company with respect to the type of the optional service and other matters necessary to identify such optional service.
2. If the optional service used by the User is provided by a service provider other than the Company, the Company shall make an application with such service provider, on behalf of the User, for the provision of the optional service. Once an agreement for the provision of the optional service is entered into, the User shall abide by the terms of service stipulated by such service provider. If any provision of such terms of service stipulated by the service provider conflicts with the provisions of these Terms, the provisions of these Terms shall prevail with respect to the relevant optional service.
3. If the User desires to discontinue the use of the optional service, he/she/it shall follow the steps for the discontinuation of the service in accordance with the procedure stipulated by the Company.

#### **Article 6. Change, Addition or Termination of the Service**

1. The Company may change, add or terminate all or any part of the Service at any time. In such case, the provisions of Article 3 (Amendment of these Terms) shall apply *mutatis mutandis*.
2. The Company will not bear any liability in connection with the change, addition or abolishment of all or any part of the Service pursuant to the preceding paragraph.

#### **Article 7. Application for User Agreement and Its Completion**

1. An application for entering into a User Agreement for the Service shall be made after consenting to these Terms, and shall be filed with the Company in accordance with the procedure stipulated by the Company.
2. A User Agreement shall be completed on the earliest of the following, subject to the application for the Service by the Applicant as set forth in the preceding paragraph and the acceptance of the application by the Company:
  - (1) the day that the receipt of the predetermined fee for the Service relevant to the application (the initial fee) is confirmed by the Company;
  - (2) the day that the server set-up for the Service relevant to the application is completed; and
  - (3) the day that the domain for the Service relevant to the application is obtained.
3. The Company may reject an application for a User Agreement in any of the following cases:
  - (1) there is any false statement, error or omission in the matters to be declared by the User when he/she/it applied for the use of the Service;
  - (2) the Applicant is a minor, adult ward, or person under curatorship, whose application is not made by his/her guardian, or who has not obtained the consent of

- his/her legal representative or curator in making the application, as applicable;
- (3) the Applicant is in delay or in default of his/her/its payment obligations for the fee of the Service or of any other service provided by the Company;
  - (4) it appeared that, in the past, the Applicant had had the Service Agreement terminated, or the use of the Service or any other service provided by the Company suspended due to his/her/its unauthorized use;
  - (5) the Company, at its sole discretion, determines that the Applicant is likely to commit any of the prohibited acts set forth in the items enumerated under Article 17 (Prohibited Matters); or
  - (6) the Company otherwise determines that the acceptance of the application for the User Agreement would disrupt its technical system or the operation of its business.
4. The Applicant may withdraw the application at any time prior to the completion of the User Agreement; provided, however, that the Applicant shall pay the relevant handling costs or the like if he/she/it withdraws the application after the Company has commenced the relevant preparation for the provision of the Service.

#### **Article 8. Term**

1. The User shall execute a User Agreement for the following time period:
  - (1) 12 months (such agreement, the “Annual Agreement”).
2. The contractual term of the Service shall commence from the day on which the Company starts providing the Service and shall expire on the last day of the 12<sup>th</sup> calendar month from the calendar month following the month in which the contractual term commences.

#### **Article 9. Change of the Service Used**

1. If the User desires to change the service plan or the type of the Service that he/she/it uses, he/she/it shall apply to the Company in accordance with the procedure stipulated by the Company.
2. Upon receiving the application for change described in the preceding paragraph, the Company shall handle such application in accordance with the provisions of Article 7 (Application for User Agreement and Its Completion).
3. Once the Company accepts the application for change pursuant to the provisions of the preceding paragraph, the changes relating to the use of the Service shall become applicable to the use of the Service from the first day of the month following the month in which the company accepts the change.

#### **Article 10. Renewal of Agreement**

1. The User Agreement shall be renewed upon its expiration in either of the following cases:
  - (1) the User expressed his/her/its intention to renew the User Agreement in response to the renewal guide provided by the Company; or
  - (2) the Company confirms receipt of the predetermined fee for renewal with respect to

the Service used.

2. If neither Item (1) or Item (2) of the preceding paragraph is applicable, the User Agreement shall terminate upon expiration of the term, even if the User does not express his/her/its intention to terminate the User Agreement.

#### **Article 11. Change of User**

1. If a succession in the User Agreement occurs with respect to the User due to inheritance, merger or any other reason, the User Agreement for the Service shall terminate and the domain obtained by the User shall be abolished. If the relevant successor desires to succeed the use of the Service, such successor shall apply to the Company in accordance with the procedure stipulated by the Company, with proof of the succession of the User Agreement from the User, no later than 30 days from the occurrence of such succession.
2. If the Company considers it necessary at its discretion, the Company may demand the submission of documents evidencing the change of circumstances with respect to the provisions of the preceding paragraph.
3. Even if an application is made as set forth in Paragraph 1 above, the Company may reject the succession of the User Agreement if the Company considers it inappropriate to approve the succession, such as the case that any of the events described in Paragraph 3 of Article 7 is applicable.

### **Chapter 3: Fees for the Use of the Service**

#### **Article 12. Fees**

1. The Fees shall be set forth in a separate service fee table.
2. The User shall pay the Fees set forth in the service fee table together with the relevant VAT Amount.
3. The Company shall have no obligation to refund the Fees received from the User for whatever reason, except as otherwise expressly set forth in these Terms.
4. If the Fees for the Service are paid by means of bank transfer, the User shall bear the relevant bank charges.

#### **Article 13. Change of the Fees**

1. The Company may amend the service fee table if it becomes necessary to change the Fees due to a change in the exchange rates or economic conditions, the change or expansion of the contents of the Service or other reasons. In such case, the provisions of Article 3 shall be applicable *mutatis mutandis*.
2. The Company will not bear any liability in connection with the change of Fees set forth in the preceding paragraph.

#### **Article 14. Payment of the Fees**

The User shall pay the Fees to the Company in the manner designated by the Company. The User that receives an invoice for the Fees shall pay the Fees by the due date designated in the invoice.

#### **Article 15. Delinquency Charges**

In the event the User fails to pay the Fees for the Service by the relevant due date, he/she/it shall pay delinquency charges calculated at the rate of 15% p.a. for the days in arrear (in daily prorated). The delinquency charges shall be paid in the manner designated by the Company, and the User shall bear the relevant bank charges therefor.

#### **Article 16. Rounding**

The Company shall round off any fraction of an amount that is less than one (1) Thai Baht (THB) that may arise in the calculation of the Fees, VAT Amount and others

### **Chapter 4: Obligations of the User**

#### **Article 17. Prohibited Matters**

In using the Service, the User shall not commit any of the following:

- (1) any act that violates, or is likely to violate, laws and regulations or that is, or is likely to be, against public order and morals through the use of the service, or any act that instigates or assists in the aforementioned act;
- (2) any act that causes an excessive burden on the servers and other facilities of the Company;
- (3) upload, posting on websites, or disclosure, submission, delivery, transmission via email or the like to others of any information, data, document, software, music, sound, picture, image, movie, video, message, letter or the like (collectively, the “Contents”) that:
  - (i) contains any item that violates the relevant laws of the Kingdom of Thailand (“Thailand”);
  - (ii) contains any item that infringes the rights of other persons;
  - (iii) contains any item that causes economic or mental damage to other persons or is menacing;
  - (iv) contains any item that brings disgrace to other persons, or invades another person’s privacy;
  - (v) contains any item that harasses, abuses, defames or slanders other persons, or is untrue;
  - (vi) contains any item that is indecent or obscene, or has an adverse influence on minors;
  - (vii) contains any item that is prohibited to be made available to minors younger than 20 years of age, such as a pornographic item or so-called ‘adult site’;

- (viii) contains any item that is disgusting, or involves ethnic or racial discrimination;
  - (ix) contains any item that is otherwise problematic from an ethical point of view;
  - (x) contains any item that infringes the intellectual property rights (including patents, utility rights, designs, trademarks and copyrights) of a third party;
  - (xi) contains any item that is addressed to a large, unspecified number of people, disregarding the intentions of the receiver, and solely for the purpose of soliciting or making profits, such as junk emails, spam emails or pyramid schemes;
  - (xii) contains any item that is a computer virus, computer code, file, program or the like that is designed to disrupt, destroy or restrict the functions of a computer software, hardware or telecommunication equipment;
  - (xiii) relates to the act of sending out or uploading information that may threaten the secrets or safety of a specific country or organization;
  - (xiv) relates to an act that violates or is likely to violate the laws of Thailand;
  - (xv) relates to the act of sending out or publishing dissident opinions against the Thai government;
  - (xvi) may include matters referred to above; or
  - (xvii) is otherwise considered to be inappropriate by the Company;
- (4) any act in which he/she/it identifies himself/herself/itself as any other person, claims to act on behalf of a certain company or other organization without any right of representation or agency, or falsely claims an alliance or collaboration with any other person or organization (including the case in which he/she/it causes a misunderstanding due to his/her/its willful act or negligence);
  - (5) manipulation of headers or other portions for the purpose of hiding or disguising the sender or source of the Contents transmitted through the Service;
  - (6) any act that disrupts or confuses the Service or servers or networks connected to the Service, or any act that is against the conditions of use, operating procedure, regulations or rules of the network connected to the Service; or
  - (7) any other act that the Company considers inappropriate.

#### **Article 18. Changes to the Reported Matters**

1. In case there is any change to the matters reported to the Company, the User shall promptly report such fact to the Company in accordance with the procedure stipulated by the Company.
2. The Company will not bear any liability for any disadvantage that may arise to the User due to his/her/its failure to report the changes to the reported matters in accordance with this article.

### **Article 19. Reporting Obligation of the User**

If the User is unable to use the Service, he/she/it shall report such fact to the Company.

## **Chapter 5: Damages**

### **Article 20. Damages**

1. In the event the User causes any damage to the Company due to his/her/its fault in connection with the use of the Service, the User shall compensate the damages suffered by the Company.
2. In the event the User causes any damage to a third party, or causes a dispute with a third party, in connection with his/her/its use of the Service, the User shall resolve such problem at his/her/its cost and responsibility and keep the Company harmless from any liability. If the Company receives a claim from any other user or a third company, the User shall resolve the dispute at his/her/its cost and responsibility.

### **Article 21. Limitation of Liability**

1. The Company shall accept a claim for damages actually suffered by the User only in cases where the Company shall provides the Service, and the Service becomes completely unavailable due to the Company's willful act or negligence for 48 hours or longer from the time that the Company first became aware of such situation.
2. The amount of the damages set forth in the preceding paragraph shall not exceed the monthly amount of the Fees for the Service as of the time that it became unavailable, and shall cover only those directly and actually suffered by the User. Provided, however, this provision would not be applied if damages were caused by the Company's willful act or gross negligence.

### **Article 22. Disclaimer**

1. The Company will not guarantee the completeness, accuracy, usefulness or legality of any information, software or the like that may be accessible through the Service.
2. Even if the User becomes involved in any legal or social dispute against a third party in connection with the use of the Service, the Company will not bear any liability in connection therewith.
3. The Company will not bear any liability in connection with the suspension of the Service due to an Act of God, such as a natural disaster, typhoon or earthquake, war, riot, civil war, amendment of any law or regulation, act of any government, malfunction of communication network, failure of electric equipment, maintenance of systems or related equipment or the like.
4. In the event the User suffers any damage caused by a third party in connection with the use of the Service, the User shall resolve such dispute with the third party with respect to the damages at his/her/its responsibility, and the Company will not bear any liability for

any part of the damages.

5. The User understands and approves that the servers required for providing the Service are located in Thailand and Malaysia, and that therefore, the provision of the Service may be affected by the laws, regulations, act of government, and other domestic circumstances in Thailand and Malaysia. The Company will not bear any liability if the provision of the Service is disrupted by such circumstances, such as those that result in the suspension, discontinuation, significant slowdown of the network speed, or otherwise.

## **Chapter 6: Suspension of Use of the Service, etc.**

### **Article 23. Suspension of Use of the Service**

1. In the event any of the events described below occurs to the User, and if the User fails to perform his/her/its obligation or cure the problem within the period designated in the notice demanding the cure given to him/her/it by the Company, the Company may suspend the use of the Service. However, in case of an emergency, and if it is inevitable to do so, the Company may immediately suspend the use of the Service without any prior demand.
  - (1) with respect to the User Agreement, any false information or description, error or the like is found in the information provided by the User;
  - (2) the User fails to pay the Fees for the Service by the due date; or
  - (3) the User commits any violation of these Terms or of the other rules promulgated by the Company, or of the laws or the like of Thailand.
2. If any of the following events occurs to the User, the Company may immediately suspend the use of the Service without any prior notice or demand:
  - (1) the Company determines that the User committed any of the prohibited acts described in the items enumerated under Article 17;
  - (2) the User commits any act that causes, or is likely to cause, material harm to the operation of the Company's business with respect to the Service, or to any facility, equipment, system or the like of the Company;
  - (3) if the User has executed a separate user agreement concerning another service provided by the Company, any event resulting in the suspension of such other service occurs, or the User is suspended from the use of such other service;
  - (4) a petition is filed seeking temporary receivership, absolute receivership, public auction, bankruptcy, commencement of corporate reorganization, commencement of business rehabilitation or the like of the User, or the User is punished for his/her/its nonpayment of taxes or other public charges; or
  - (5) the Company reasonably determines that the User is not appropriate to use the Service.
3. Even when the use of the Service is suspended in accordance with the provisions of this Article, the User will not be released from his/her/its obligation to pay the Fees, to the

extent that the User Agreement is not terminated. The Company will not bear any liability for the damages suffered by the User due to the suspension of the use of the Service in accordance with the provisions of this Article.

4. If the reason for the suspension of the use of the Service set forth in this Article is eliminated and the User desires to resume the use of the Service, the User shall pay the predetermined amount for the cost of resumption.

#### **Article 24. Emergency Suspension of the Service**

In principle, the Company will not accept any request from the User for the emergency suspension of the Service. Even if the User suffers any damage due to the Service not being suspended because of the emergency, the Company will not bear any liability for damages.

#### **Article 25. Discontinuation and Suspension of the Service, etc.**

1. In the event any of the following events occurs, the Company may discontinue or suspend the Service in any part or entirely with a prior notice to the User, or without any notice in case of an emergency:
  - (1) the discontinuance or suspension of the Service becomes inevitable due to the maintenance or construction of the Company's facility, equipment, system or the like, which are necessary for providing the Service, or any problem occurs to such facility, equipment, system or the like;
  - (2) the provision of the Service under the Service Agreement becomes difficult due to the discontinuation or suspension of the telecommunication service by the relevant telecommunication company;
  - (3) the discontinuance or suspension is required by a regulation, judicial or administrative order or the like under the laws of Thailand;
  - (4) an emergency situation occurs or is likely to occur, including an Act of God; or
  - (5) in addition to the foregoing, the Company determines that it has become inevitable to discontinue or suspend the Service due to commercial or technical reasons.
2. The Company will not bear any liability to the User or any third party for the discontinuation or suspension of the Service due to the events described in the items enumerated in the preceding paragraph.

#### **Article 26. Termination of the Service**

In the event the Company terminates the Service for inevitable reasons, such as due to its withdrawal from the business, it shall settle and refund to the User the unused Fees under the Annual Agreement in monthly proportions.

#### **Article 27. Deletion of Information**

1. In the event any of the following events occurs, the Company may delete any data, program or other electromagnetic record of the User (collectively, the "Data") stored in

the server without any notice to the User:

- (1) the Company determines that the posted contents falls under the prohibited acts described in the items enumerated under Article 17 (Prohibited Matters);
  - (2) the data size of the information registered by the User exceeds the data size designated by the Company; or
  - (3) the Company reasonably determines that it is necessary to delete the relevant information pursuant to the relevant laws and in accordance with reasonable social standard.
2. The Company will not bear any liability for any damage that may be suffered by the User as a result of the Company's deletion of the Data in accordance with the provisions of the preceding paragraph.

## **Chapter 7: Termination of the User Agreement**

### **Article 28. Termination by the User**

1. If the User intends to terminate the User Agreement, he/she/it shall give a notice thereof to the Company no later than the 20th day (or, if such date is not a business day, the immediately preceding business day) of the month in which he/she/it intends to terminate the User Agreement in accordance with the procedure stipulated by the Company. If the User follows the termination procedure in this article, the User Agreement shall terminate as of the end of the month in which the User intends the termination. If the notice of termination is not given by the 20th day, the User Agreement shall be terminated as of the end of the following month. Nonetheless, the Company will have no obligation to refund the Fees paid for the period after termination.
2. In the case of the preceding paragraph, any liability of the User that has accrued during the period that he/she/it used the Service will remain after the termination of the User Agreement until it is performed.
3. The User shall take necessary steps, at the User's cost and responsibility, to relocate or dispose of the domain in connection with the termination of the User Agreement, and the Company will not engage in any such steps, or bear any liability therefor.

### **Article 29. Termination by the Company**

1. In the event the User is suspended from using the Service in accordance with the provisions of Paragraph 1, Article 23, and fails to eliminate the cause of the suspension in spite of receiving the notice from the Company demanding the elimination in a certain period, the Company may terminate the relevant User Agreement.
2. In the event any of the following events occurs to the User, the Company may immediately terminate the relevant User Agreement:
  - (1) any of the events described in the items enumerated under Paragraphs 1 and 2 of Article 23 occurs, and the Company determines that such situation would disrupt

- the operation of its business;
- (2) any notice from the Company cannot be delivered to the User, or the address of the User is otherwise unknown;
  - (3) the Company considers it inappropriate for the User to continue the use of the Service in light of reasonable social standard.
3. If the User Agreement is terminated in accordance with the provisions of preceding two (2) paragraphs, any and all liability of the User relating to the use of the Service shall automatically become due and payable, and the User shall immediately pay the unpaid portion of its liability in full.
  4. In the event the Company terminates the User Agreement in accordance with the provisions of Paragraphs 1 and 2 above, the Company will not bear any liability for the damages suffered by the User due to the termination.

### **Article 30. Effect of the Termination of the User Agreement**

The User shall delete all of the Data of the User from the server by the end of the term of the User Agreement. If the Data is not deleted by the end of the term of the User Agreement, the Company may delete all of such Data of the User. The User shall take appropriate measures to protect the Contents at his/her/its responsibility, as necessary. If the User fails to protect his/her/its Data at his/her/its responsibility and, as a result, the Data of the User is deleted by the Company after the end of the term of the User Agreement, the Company will not bear any liability therefor.

## **Chapter 8: Other Provisions**

### **Article 31. Data Backup**

The Company shall back up the Data relating to the Service. The back-up Data shall be used solely for the purpose of data storage in case of equipment failure.

### **Article 32. Operating System**

1. The Company shall provide the necessary operating system (the “OS”) for the provision of the Service.
2. The type and version of the OS referred to in the preceding paragraph shall be selected by the Company. The Company may change the type or upgrade the version of the OS as necessary even during the term of the User Agreement, including in cases when any vulnerability in the OS is found.
3. If the Company intends to change the type or upgrade the version of the OS as described in the preceding paragraph, the Company shall give a prior notice thereof to the User in the method determined by the Company, such as by emails, except when any major problem in terms of security is found, which must be resolved immediately.
4. In case of any of the following, the Company shall accept the change of the OS; provided,

however, that the Company will not be required to take further measures, such as the upgrading of versions, even if any vulnerability in the new OS is found:

- (1) after the change or upgrading of the version described in Paragraph 2, the User requests to revert to the former OS or former version of the OS in accordance with the procedure stipulated by the Company, such as by emails; or
  - (2) the User requests the Company to provide an OS that is different (including a different version) from the OS selected by the Company, and the Company considers the request reasonable.
5. The Company does not warrant that the programs, software and the like that the User operates on the relevant server will function normally on the OS provided by the Company, and will not bear any liability for the damages suffered by the User with respect thereto, including, but not limited to, the following cases:
- (1) a change or upgrade of the version, as described in Paragraph 2; or
  - (2) a change of the OS as per the request of the User, as described in Paragraph 4.

## **Chapter 9: Miscellaneous**

### **Article 33. Confidentiality and Protection of Personal Information**

1. The Company shall not disclose or divulge any personal information of the User obtained in connection with the provision of the Service to any person other than the User himself/herself/itself, nor use it beyond the extent required to provide the Service, except as may be required by the laws, ordinances, regulations or the like in Thailand.
2. The Company shall not disclose the transmission record of emails to any third party, except in the cases described in Paragraph 3 below.
3. In the event the Company becomes subject to a search, seizure, or the like which is a compulsory disposition, based on the official order issued by a court judge, receives an inquiry from a public entity having the right to inquire under law, is requested by a government authority, or is otherwise required to provide information in accordance with the laws in Thailand, the Company may disclose the information so required without obtaining the consent of the User.

### **Article 34. Notice, Announcement, etc.**

1. The Company shall give notices or make announcements to the User on necessary matters from time to time, in writing sent by post, by posting on the website or any other method that is determined to be appropriate by the Company.
2. If the Company gives a notice or makes an announcement to the User by posting on the website, such notice or announcement shall be effective 48 hours after posting; notices or announcements made in any other method shall take effect upon its issuance by the Company to the User.

**Article 35. Governing Law**

These Terms shall be governed by the laws of Thailand.

**Article 36. Consultation and Jurisdiction**

1. Any problem that may arise from the use of the Service or these Terms between the User and the Company shall be discussed by the Company and the User in good faith.
2. If the problem is not resolved through discussions, as described in the preceding paragraph, the competent courts in Thailand shall have the exclusive jurisdiction over such dispute as the court of first instance.

**Supplementary Provision**

These Terms shall take effect as of June 28, 2013.

Date Revised: March 23, 2018