**Pace Terms of Service**

1. **Preliminary Provisions**
   1. These terms (**Terms**) are a legally binding agreement between a Member (**you**, **your**, or similar pronoun) and Pace Enterprise (Thailand) Co. Ltd (Company Registration No.: 105553156663) (**we**, **us**, **our** or similar pronoun) (together the **Parties** and each a **Party**). These Terms govern your use of the Pace Services and Pace Platform.
   2. By accessing the Pace Platform, opening an Account, using the Pace Services or otherwise dealing with us, you are deemed to agree to these Terms.
   3. We may amend these Terms from time to time without requiring your express or implied consent. We will notify you at least two weeks in advance before introducing new fees or increasing existing fees or making any other material changes to our terms and conditions. All amendments to these Terms are effective upon publication on the Pace Platform at <https://pacenow.co/>. You agree that it shall be your responsibility to review these Terms on the Pace Platform before making each Pace Buy (in the case of a Customer Member) or accepting each Pace Buy (in the case of a Merchant Member). Your continued dealings with us, or use of your Account, the Pace Services or the Pace Platform after any amendments to these Terms is deemed your agreement to these Terms, as amended.
2. **Definitions**

In these Terms,

**Account** means a valid password-protected user account approved for the Pace Services and Pace Platform.

**Confidential Information** shall include, without limitation, all information and documents (whether orally, visually, electronically, in writing or in any other form or medium) or other property concerning you or us, including but not limited to the businesses, affairs, opportunities, assets, plans, customers, suppliers, agents, employees, distributors, operations, policies and procedures, financial information, trade secrets, programmes, pricing, strategies, fee scales, product information, computer programme models, mobile and web applications, designs, drawings, formulae, correspondence, specifications, forecasts or other information, documents and property (whether proprietary or not) relating to the disclosing party, any information supplied or disclosed to the receiving party on the express basis that it is confidential and/or any information which should reasonably be considered as confidential.

**Customer** means any person, not being a Prohibited Person, purchasing goods or services from a Merchant.

**Member** means a Customer or Merchant who is eligible to use the Pace Services and Pace Platform and has an Account.

**Merchant** means any person, not being a Prohibited Person or an entity identified in the Prohibited Transactions, selling and supplying goods or services that are not Prohibited Transactions.

**Merchant Bank Account** means a bank account that a Merchant Member legally and beneficially owns and that we accept from time to time for the purposes of Pace Services.

**Merchant Fee** means a percentage of the price of the Merchant Member's goods or services that are subject to a Pace Buy, as agreed between the Merchant Member and us.

**Merchant Limit** means the aggregate amount of Pace Buy transactions which Pace is willing to advance to (and pay on behalf of) the Customer Member to the Merchant Member and all outstanding amounts arising from previously transacted Pace Buys conducted by the Merchant Member which remains unpaid.

**Pace Buy** means a Customer Member's purchase of goods and services from a Merchant Member which are financed by Pace using the Pace Services.

**Pace Buy Limit** means the maximum loan amount as we may determine from time to time in our sole discretion for which the Pace Services may be available to a Customer Member.

**Pace Platform** means our website, its subdomains or associated websites, our mobile, tablet and other devices, our application program interfaces, software and systems that are used to provide Pace Services.

**Pace Services** means the services described in the clause below with the heading Pace Services.

**Payment Method** means a debit card, credit card or other payment method that is maintained in the name of the Customer Member and is authorised to use, and that we accept from time to time for the purposes of Pace Services.

**Privacy Policy** means our privacy policy from time to time published at <https://pacenow.co/privacy-policy>.

**Prohibited Person** means (a) any designated person or entity or categories of persons or entities identified by the Security Council of the United Nations, U.S. Treasury Department’s Office of Foreign Assets Control (**OFAC**) as individuals or entities to whom sanctions shall apply, (b) any designated person or entity or categories of persons or entities identified by Minister of Justice of Thailand as being subject to sanctions against terrorist activities; (c) any person or entity that we have reasonable grounds to suspect that the assets or funds of that person or entity are proceeds of drug dealing, corruption, or other criminal conduct or are property related to the facilitation or carrying out of any terrorism financing activities; (d) any anonymous or fictitious entities, confidential numbered accounts, shell banks or shell financial institutions, bearer share companies; (e) any person or entity that for the time being are designated under applicable laws, regulations, notices or guidelines relating to anti-money laundering or combating the financing of terrorism; or (f) any persons or entities affiliated with or related to Prohibited Persons.

**Prohibited Transactions** means any activities, dealings or transactions from time to time stated in the Schedule.

**Registration Data** means the information (including supporting evidence) that we may from time to time reasonably require from you in relation to your Account or for the purposes of providing the Pace Services or Pace Platform.

**Reversal** means the reversal of any transaction between a Customer Member and Merchant Member in respect of a purchase which results in either a full or partial refund of the order value to the Customer Member. Decisions on whether a full or partial refund may be made for any order shall be solely resolved, determined and/or agreed by the relevant Customer Member and Merchant Member without any involvement or responsibility by Pace.

**Reversal Fee** means an administrative fee which may be imposed by Pace on a Merchant Member in respect of any Reversals, as communicated by Pace from time to time.

**Reversal Instruction** means an irrevocable instruction made by a Merchant Member to Pace, either by email or through the Pace Platform, to process a full or partial refund of a Customer Member’s order value, subject to the payment of the Reversal Fee (if any).

**Security Breach** means any suspected or actual loss, theft, fraud or unauthorized use of your Account, including any unauthorised disclosure of your Account login password or information.

**Service Failure** means a dispute, objection, or denial in respect of a Pace Buy raised by a Customer relating to (i) the quality, quantity, use, or fitness of a Merchant Member’s goods or services, (ii) unsatisfactory or incomplete delivery of a Merchant Member’s goods or services, (iii) breach by the Merchant Member of the terms of contract of sale or service entered into between the Merchant Member and the Customer, or (iv) non-receipt of a refund or credit amount from the Merchant Member after the Customer has returned the Merchant Member’s goods or services to the Merchant Member; (v) any other similar event or circumstance as determined by us in our sole discretion;

**Transaction Fee** means a processing fee charged for each Pace Buy in an amount to be notified by us to the Merchant Member from time to time.

1. **Pace Services**

Advance for the Purchase of Good and/or Services

* 1. We provide services to a Customer Member by enabling a Customer Member to pay for a Pace Buy from a Merchant Member in three interest-free instalments (**Pace Services**). A Customer Member shall make all instalment payments using the Payment Method.
  2. When a Customer Member seeks to make a Pace Buy from a Merchant Member:
     + 1. The Customer Member shall be deemed to request for a loan from us in the value of the Pace Buy (**Loan**). We have the sole discretion to accept or reject the Loan request without providing any reason. In case of a rejection of the Loan request, the Pace Platform shall reject such transaction and a Pace Buy will not be able to be completed. In the event of such rejection, the Merchant Member and the Customer Member shall make their own arrangement in relation to the completion of the sale and purchase of the goods. For the avoidance of doubt, we will not be a party to the transaction (in any capacity) once the Pace Platform has rejected such transaction.
       2. If we approve a Customer Member’s Loan request, we shall provide written notification to the Customer Member via the Pace Platform, and set out specific details on the conditions of the Loan, including (i) the value of the Loan, (ii) payment schedule and due dates of the instalments, and (iii) preferred Payment Method selected by the Customer Member.
       3. By completing the Pace Buy transaction via the Pace Platform, a Customer Member shall be deemed to accept these Terms, as well as the specific conditions of the Loan. The Customer Member shall repay the Loan to us in three monthly instalments. The first instalment is due and payable upon the Pace Buy.
       4. Immediately after a Pace Buy is concluded, we shall exercise commercially reasonable efforts to pay the Merchant Member the price of the Pace Buy within two business days, less the Merchant Fee, Transaction Fee, and any amounts then owing by the Merchant Member to Pace under this Agreement (including any amounts arising from a Reversal transaction).
       5. Except as provided in this clause, the rights and obligations of the Customer Member and the Merchant Member in relation to the sale and purchase under the Pace Buy remain unchanged.
  3. A Merchant Member pays the Merchant Fee and Transaction Fee for the use of Pace Services.
  4. We reserve the right to impose a late fee on any amounts owing by a Merchant Member to us at the rate of 2.5% per month on the outstanding amount which shall accrue until such outstanding amounts are paid in full.
  5. A Customer Member is not required to pay us any fees for the use of Pace Services so long as all instalment repayments are made on time. A Merchant Member shall not, in its discretion and independently of us, may charge a Customer Member any separate fees, costs, or charges on for Pace Buys for any purposes whatsoever

* 1. Generally, a Customer Member is not permitted to make Pace Buys in excess of the Pace Buy Limit. The Pace Buy Limit is reduced by the total amount of a Customer Member's unpaid instalments. However, we may in our sole discretion permit a Customer Member to make Pace Buys in excess of the Pace Buy Limit provided that the amount paid by the Customer Member for the first instalment at the point of purchase is increased to the extent necessary to ensure that the remaining instalments payable is within the Pace Buy Limit. For the avoidance of doubt, unless excepted as provided in the foregoing sentence, we will not be a party to the transaction (in any capacity) in the event that the Customer Member has exceeded the Pace Buy Limit.
  2. Each Merchant Member is solely and fully liable for the sale and supply of goods and services under a Pace Buy. We are not a party to the sale and purchase contracts under Pace Buys. We do not own, create, manufacture, sell, resell, provide, control, manage, offer, deliver or supply any Merchant Member goods or service. We expressly disclaim all warranties related to the Merchant Member goods and services, express, implied or howsoever arising, including any warranties of accuracy, reliability, merchantability, fitness for a particular purpose and non-infringement.

Early Payment by Customer Member

* 1. A Customer Member can make an early payment of any instalment(s) owing to us, whether partially or in full, at any time before the due date of the relevant instalment(s) (**Early Payment**). No fees or charges are imposed on a Customer Member for making an Early Payment.
  2. A Customer Member will need to manually input in the Pace Platform the amount of Early Payment that is desired to be made for the relevant Pace Buy transaction. We will apply the entire Early Payment amount made against the upcoming instalment which will become due and if there is any surplus payment in excess of the upcoming instalment amount due, such surplus amount will be applied against the following instalment that is yet to be due.

Late Fee

* 1. A Customer Member shall pay all instalments promptly before the due date. If the payment for any instalment amounting to more than THB 1,000 is not received within two days from the due date, the Customer Member shall also be responsible for paying a one-time late fee of THB 50 for each late payment of any instalment. A late fee shall not be imposed if the instalment amount due is less than THB 1,000.

Reversal Transaction

* 1. Each Merchant Member is solely and fully liable for handling disputes, refunds, returns and all other aspects of the sale and supply of goods and services in connection with a Pace Buy. For the avoidance of doubt, we will not be responsible to any Customer Members for any defects or failure in delivery of the goods and services by the Merchant Member. We will refer all Customer Members to the relevant Merchant Member for these purposes.
  2. In the event that we receive a Reversal Instruction from a Merchant Member in respect of any order by a Customer Member, we shall process the Reversal transaction, as follows:
     + 1. Within two business days of sending to Pace a Reversal Instruction, a Merchant Member shall refund Pace by paying to us the relevant amount and such refund shall be effected by our deduction from the running balance to be settled with the Merchant Member. In the event that the running balance is insufficient, the Merchant Member shall refund to us the relevant amount by paying the relevant amount by telegraphic bank transfer to Pace’s nominated bank account;
       2. We reserve the right to retain the applicable Merchant Fee and Transaction Fee in respect of the relevant Pace Buy in the event of any Reversal transaction.
       3. Following our receipt of the Reversal Instruction from the Merchant Member, we shall activate the refund to a Customer Member as soon as reasonably possible. A Customer Member’s refund shall be effected in the following order:
          1. We shall first set off the amount to be refunded against the value of all instalments that have yet to fall due for payment; and
          2. Thereafter, if there remains any balance amount to be refunded, the sum shall be refunded to the Payment Method, subject to any terms and policies which may be imposed by the debit or credit card providers, payment processors and financial institutions providing or related to the Payment Method. Depending on the policies instituted by the Customer Member’s debit or credit card providers, the Customer Member can expect to receive the refund within around seven to fourteen business days from the time that Pace activates the refund; and
       4. In the event that a Merchant Member fails to comply with its obligation under this Clause 3.11 or Pace is unable to deduct the amounts arising from a Reversal transaction from the amounts payable by Pace to a Merchant Member, we reserve the right to set off all such amounts owing from any other payments to be made to a Merchant Member with respect to further Pace Buys.
  3. In the event a Customer Member notifies us, or we become aware of the occurrence of a Service Failure:
     + 1. If payment of the price of the Pace Buy relating to the Service Failure has not been made to the Merchant Member, we reserve the right to withhold the price of the Pace Buy relating to the Service Failure from any payments owing to the Merchant Member under this agreement. If the Merchant Member provides to us within 7 days upon our written request for the same, sufficient evidence, in the form of any relevant supporting information and/or documents, to our reasonable satisfaction that the claim of the Service Failure was not genuine or made in good faith, we shall release to the Merchant Member the payment withheld less amounts then owing by the Merchant Member to Pace under this Agreement as soon as reasonably practicable, failing which we shall not be obligated to make any payment to the Merchant Member in respect of the Pace Buy relating to the Service Failure.
       2. If payment of the price of the Pace Buy relating to the Service Failure has been made to the Merchant Member, we reserve the right to deduct the relevant amount from any other payments to be made to a Merchant Member with respect to further Pace Buys unless the Merchant Member provides to us within 7 days upon our written request for the same, any documents, invoices, records or other evidence to our reasonable satisfaction that the claim of the Service Failure was not genuine or made in good faith.
       3. If we determine that a Customer Member shall be refunded, any such refund shall be effected in accordance with Clause 3.12.

Merchant Limit

* 1. A Merchant Member shall be subject to the Merchant Limit which shall be determined by us from time to time in our sole discretion. For clarity, we reserve the right to modify a Merchant Member’s Merchant Limit at any time by written notification, and the revised Merchant Limit shall take effect immediately upon service of such notice.
  2. We reserve the right (but not the obligation) to suspend any further Pace Buys from being transacted through the Merchant Member’s Account if the Merchant Limit is or will be exceeded.

Tax

* 1. The Merchant Member agrees that the Merchant Fee and Transaction Fee shall be subject to the imposition of value added tax (**VAT**) imposed under law, and the Merchant Member shall bear responsibility for VAT.

1. **Eligibility Warranties**
   1. If a Customer Member, you warrant that you:
      * 1. are a natural person who is 20 years or older;
        2. are capable of entering legally binding contracts;
        3. are not a bankrupt or the subject of any bankruptcy proceedings;
        4. have a valid and verifiable email address and mobile telephone number;
        5. are the authorised user of the Payment Method;
        6. have created an Account by truthfully providing all Registration Data;
        7. before making a Pace Buy transaction and requesting for a Loan, you have read or are made expressly aware of all terms and conditions relating to your purchase of the goods and/or services from the Merchant, including the Merchant’s cancellation and refund policies (if any), the total purchase price, the specific conditions of the Loan, and all other relevant information;
        8. do not conduct any Prohibited Transactions; and
        9. are not a Prohibited Person.
   2. If a Merchant Member, you warrant that you:
      * 1. are a duly registered and validly existing business or legal entity under Thailand laws;
        2. carry on a reputable and legal business, as a going concern and not the subject of any insolvency proceedings;
        3. are capable of entering legally binding contracts;
        4. have a point of contact with a valid and verifiable email address;
        5. have a valid registered address;
        6. legally and beneficially own the Merchant Bank Account;
        7. have created an Account by truthfully providing all Registration Data;
        8. all information furnished to us in connection with our due diligence, fraud prevention, money laundering prevention and the countering the financing of terrorism conducted on you are true and accurate;
        9. are not a Prohibited Person;
        10. do not deal with Prohibited Transactions;
        11. will not use the Pace Services and the Pace Platform for any purposes inconsistent with the intended purposes of the Pace Platform and Pace Service or for any uses not authorised by us, including but not limited to the splitting of a Pace Buy into multiple Pace Buy transactions in order for such multiple Pace Buy transactions to be made using multiple Customer Member’s Accounts; and
        12. immediately inform us if there are any changes to your (i) Registration Data, (ii) ownership, (iii) registered and trading addresses, (iv) financial status including any potential insolvency proceedings, (v) material change in your business activities, and (vi) any information previously disclosed to us during our verification and due diligence conducted for compliance with our anti-money laundering and countering of financial terrorism protocols.
   3. We will in our sole discretion determine whether or not you satisfy the above eligibility warranties.
2. **Verification and Due Diligence**
   1. We may, and you authorize us, to directly or through third parties, take all legally permitted and appropriate actions to verify your eligibility warranties, Registration Data (including your identity), credit rating and other information about you for the purposes of providing the Pace Platform and Pace Services.
   2. In particular, for due diligence, transparency, fraud prevention, money laundering prevention and the countering the financing of terrorism, as permitted by applicable laws, we may (a) require you to provide government identifications, constitutional documents or other information to help verify identities and backgrounds, (b) check you against any legal sources, databases or lists relating to prohibited countries, territories, entities and individuals, including the relevant lists maintained by the United Nations, Ministry of Justice and the Bank of Thailand; (c) obtain individual background and due diligence reports on you from applicable service providers, including credit bureaus and (d) check you against any legal sources, databases or lists relating to criminal convictions, tax offences or sex offenders.
   3. Without prejudice to any other rights we may have under this Agreement, we reserve the right to suspend or terminate your Account upon immediate notice if we determine in our sole discretion that you have not satisfied our verification and due diligence process as set out in this Clause 5.
3. **Prohibited Transactions**
   1. We do not provide services or platforms, and Pace Services and the Pace Platform shall not be used, for or relating to the Prohibited Transactions. We do not in any way deal with Prohibited Persons. You shall reasonably cooperate with us so that we can fully implement and give effect to our anti-money laundering policy as attached.
   2. You shall not use, or by any act or omission permit or assist in the use of, your Account, the Pace Services and the Pace Platform for any of the following:
      * 1. illegal or fraudulent activity;
        2. breach or circumvent these Terms, any agreements between us or any third-party rights or agreements;
        3. provide or distribute false, inaccurate or misleading information;
        4. provide or distribute information that you do not own or possess the necessary rights to use;
        5. uses that are inconsistent with the intended purposes of the Pace Platform and Pace Services or uses unauthorised by us, including but not limited to the splitting of a Pace Buy into multiple Pace Buy transactions in order for such multiple Pace Buy transactions to be made using multiple Customer Member’s Accounts;
        6. in the case of a Customer Member, use or permit the use of any credit or debit card to transact a Pace Buy if you are not the holder of the said credit or debit card; and/or;
        7. in the case of a Merchant Member, permit the use by a Customer Member of any credit or debit card to transact a Pace Buy if that Customer Member is not the holder of the said credit or debit card.
   3. You shall not:
      * 1. use any device, software, routine, tool or any other form of system or technology, including any viruses, trojan horses, worms, time bombs or cancelbots, intended to damage or interfere with the Pace Services or Pace Platform or intercept or expropriate any system, data or information from the Pace Services or Pace Platform;
        2. take any action that imposes an unreasonable load on our infrastructure, including denial of service attacks, spam or any other similar action; or
        3. gain unauthorised entry to any Pace Services or Pace Platform, misuse passwords or misuse of any content or information made available by the Pace Services or Pace Platform.
   4. We reserve the right to conduct investigations into any Pace Buy transactions which we reasonably suspect to have been conducted in breach of these Terms or applicable law. Without prejudice to any other rights we may have under this Agreement, a Merchant Member agrees that we shall also be permitted to withhold any payments to a Merchant Member which we reasonably suspect to have been conducted in breach of these Terms pending the outcome of our investigations. In such a case, we shall notify a Merchant Member to identify the impugned transactions and the relevant amounts, the reasons why we have withheld the payments, and the duration for which we anticipate the payments to be withheld.
   5. If our investigations reveal that a transaction was conducted in compliance with these Terms and applicable law, we shall release to a Merchant Member any payments previously withheld as soon as reasonably practicable.
4. **Account**
   1. A Customer Member or Merchant Member wishing to access the Pace Platform and use Pace Services must create and register an Account. Each Member shall only be permitted to create one Account. We may reject any Account registration without providing any reasons.
   2. You agree to:
      * 1. provide true, accurate, current and complete Registration Data;
        2. maintain the security of your password and Account login information and to immediately inform us of any Security Breach;
        3. maintain and update the Registration Data to keep them true, accurate, current and complete;
        4. promptly notify us of any material changes or circumstances that may result in a breach of these Terms, including your warranties;
        5. be fully responsible for all use of your Account and for any acts and omissions relating to your Account;
        6. immediately inform us of any actual or potential fraudulent activities relating to your Preferred Payment Method or Merchant Bank Account and allow us to disclose the information for the purposes of preventing, mitigating or otherwise dealing with fraudulent activities;
        7. render your fullest cooperation to do all things we deem necessary for the investigation of any transaction which we reasonably suspect to be in breach of these Terms or applicable law;
        8. ensure that your Account is used in a lawful manner, in full compliance with these Terms; and
        9. comply with our operating procedures as we may notify you from time to time.
   3. You shall maintain the security of your Account and you agree that you are solely responsible for all acts and omissions that occur under your Account, whether or not authorized by you, including (for a Customer Member) any purchases made through the Pace Platform.
5. **Account Suspension and Termination** 
   1. We may terminate or suspend an Account at any time and for any reason without your consent or prior notice to you. Without limiting the generality of the previous sentence, we reserve the right to limit, suspend or terminate your Account:
      * 1. if you are in breach of these Terms, including any of your eligibility warranties;
        2. if you fail to pay any amounts or fees required under these Terms; or
        3. if (i) it is subject to any Security Breach, or (ii) it is subject to actual or suspected fraud, illegality or uses inconsistent with the intended purposes of the Pace Platform and Pace Services.
   2. At your request and subject to your payment of the prevailing administrative fee (if any), we may in our discretion reactivate a suspended or terminated Account.
   3. You may terminate your Account at any time by sending us a termination notice at info@pacenow.co. We may require up to thirty business days to complete the termination of your Account, commencing on the business day that we have determined that you:
      * 1. have paid in full all amounts or fees required under these Terms; and
        2. are not subject to any actions, proceedings, investigations or disputes arising out of or in connection with your Account and your use of the Pace Services and Pace Platform.
   4. Notwithstanding the termination of your Account (howsoever arising), (a) you remain liable for all outstanding payments (which shall include all instalments whether they are due or yet to be due), dealings and transactions relating to your Account, the Pace Services and Pace Platform that you performed prior to the termination; and (b) we will continue to retain your personal information in accordance with our Privacy Policy and any applicable law, rule or regulation.
   5. If a Customer Member’s Account is suspended or terminated pursuant to Clause 8.1 above, without prejudice to any other rights we may have under this Agreement or at law, a Customer Member’s liability for all instalments that are not then due and payable shall also become immediately due and payable upon receipt of our written demand which may be issued at our sole discretion.
   6. A Merchant Member shall indemnify us against all losses we may incur or suffer relating to a Pace Buy transaction if:
      * 1. any warranties made by the Merchant Member under this Agreement is or proves to be incorrect or misleading when made;
        2. there has been any breach of these Terms by the Merchant Member; or
        3. there has been any fraud, illegality, or unauthorized act (whether by a Merchant Member or Customer Member) in relation to any Pace Buy.
6. **Chargebacks**
   1. A Merchant Member and a Customer Member shall render their fullest cooperation to do all things we deem necessary for the investigation of any chargeback initiated by a Customer Member with the card issuer or card network against any of the Pace Buy instalments due to us (**Chargeback**). Without prejudice to the generality of the foregoing, a Merchant Member and Customer Member shall comply with the following process (**Chargeback Evaluation Process**):
      * 1. We shall notify the Merchant Member and Customer Member as soon as reasonably practicable when we become aware of a Chargeback (**Chargeback Notification**). We shall also convey to the Merchant Member the reasons provided by the Customer Member, the card issuer and/or card network for the Chargeback.
        2. The Merchant Member shall furnish to us sufficient evidence, in the form of any relevant supporting information and/or documents (**Supporting Evidence**), to enable the card issuer or card network to evaluate the veracity and legitimacy of the Chargeback within 5 days of the Chargeback Notification.
        3. The Merchant Member may be required to provide additional Supporting Evidence if required by the card issuer or card network, and the Merchant Member shall comply with such request(s) within the timeline stipulated.
        4. We shall notify the Merchant Member as soon as reasonably practicable upon receiving the determination by the card issuer or card network on the Customer Member’s dispute on the Chargeback (**Chargeback Decision**). The Chargeback Decision shall be final and binding on the Merchant Member and Customer Member and shall not be subject to any appeal.
        5. Notwithstanding any other terms to the contrary, failure to comply with any part of the Chargeback Evaluation Process may, in our sole discretion, render a Merchant Member liable to us for the amount corresponding to the Chargeback transaction.
   2. A Merchant Member shall accept responsibility for a Chargeback Decision attributable to the Merchant Member’s breach of the terms and conditions in connection with its sale of goods and services to a Customer Member, including for reasons due to (a) the failure to deliver goods and services, (b) provision of goods that are defective, damaged or fail to conform to the described specifications, and (c) provision of inadequate or defective service. Consequently, the Merchant Member shall be liable to us for the amount corresponding to the Chargeback transaction.
   3. If a Merchant Member is determined or deemed to be responsible for a Chargeback pursuant to Clause 9, the Merchant Member shall also indemnify us for any fines, fees or assessment charges imposed by the payment processor, card network and/or card issuer.
   4. A Customer Member shall accept responsibility for a Chargeback Decision that is determined against the Customer Member and remain liable to us for any outstanding instalments and late fees. A Customer Member shall also indemnify us for any fines, fees or assessment charges imposed by the payment processor, card network and/or card issuer.
7. **Payments**
   1. A Customer shall:
      * 1. identify a Payment Method and provide true, accurate, current and complete information relating to the Payment Method as we may require from time to time, including the relevant credit card, debit card and other payment information;
        2. expressly consent to, authorise and instruct us to initiate recurring credit card, debit card and other payment transactions from the Payment Method in relation to purchases made under your Account;
        3. ensure that you make punctual payments under your Payment Method; and
        4. comply with and be bound by all the terms of the debit or credit card providers, payment processors and financial institutions providing or related to the Payment Method, including the payment of all fees related to use and maintenance of the Payment Method, and interest or any other charges which may be imposed by the issuer of your debit or credit card.
   2. A Merchant shall:
      * 1. identify a Merchant Bank Account and provide true, accurate, current and complete information related to its Merchant Bank Account; and
        2. comply with and be bound by all the terms of the card providers, payment processors and financial institutions providing or related to the Merchant Bank Account, including the payment of all fees related to use and maintenance of the Merchant Bank Account, interest or any other charges which may be imposed by the issuer of your debit or credit card.
   3. Without prejudice to any other rights we have under this Agreement, we may at any time with prior notice, set off any amount due to Pace from any amount due from Pace to a Merchant Member or a Customer Member.
8. **Liability and Disclaimers**
   1. Nothing in these Terms excludes or limits a Party's liability in respect of:
      * 1. death or personal injury caused by its negligence; or
        2. any other liability which may not be limited or excluded under applicable law.
   2. A Party is not liable, and excludes all liability to the other in contract, tort, negligence, breach of warranty, breach of statutory duty or under any other cause, for any loss, damage, cost or expenses of any nature whatsoever, incurred or suffered by the claiming party, if the loss, damage, cost or expenses (a) is indirect, consequential or constitutes special damages; or (b) constitutes loss of data, turnover, profit, business or goodwill, whether arising directly or indirectly from or in connection with the relevant breach, and even if arising as a direct and natural result of the relevant breach, and whether or not (c) the Party claimed against has been informed or had notice (whether actual or constructive) of the loss, damage, cost or expenses; (d) the Parties had at the date of entering these Terms (**Effective Date**) foreseen or contemplated the possibility of the loss, damage, cost or expenses; (e) the Parties had at the Effective Date foreseen or contemplated the cause of the loss, damage, cost or expenses; or (f) the loss, damage, cost or expenses results from supervening events or circumstances after the Effective Date. Without limiting the above, the application of this clause shall not be restricted to the particular circumstances the Parties had in mind at the Effective Date.
   3. We are not liable, and exclude all liability, in contract, tort, negligence, breach of warranty, breach of statutory duty or under any other cause, for any loss, damage, cost or expenses of any nature whatsoever, incurred or suffered by you, if the loss, damage, cost or expenses arise out of or are connected with:
      * 1. Any Security Breach;
        2. the use of your Account by a third-party, whether or not with your permission;
        3. the acts or omissions of card providers, payment processors and other financial institutions;
        4. any loss or damage with regard to data directly or indirectly caused by the malfunction of our system, third party systems, power failures, unlawful access to or theft of our data, computer viruses or destructive code on our system or third party systems; programming defects or any other events over which we have no direct control;
        5. any interruption, malfunction, downtime or other failures of the Pace Services and Pace Platform, or any of its components for whatever reason;
        6. outdated or errors in Registration Data, including information relating your Payment Method or Merchant Bank Account; or
        7. the suspension or termination of your Account, howsoever arising.
   4. To the extent permitted under applicable law, in circumstances where liability is not excluded in the previous clauses, the maximum limit of Pace’s liability to a Merchant Member or a Customer Member, whether in contract, tort, negligence, breach of warranty, breach of statutory duty or under any other cause, shall not exceed the value of the relevant Pace Buy transaction that is the subject matter of such claim.

* 1. Pace Services and the Pace Platform are provided as-is and without representation or warranty, whether express, implied, statutory or otherwise. Without limiting the generality of the previous sentence, we specifically disclaim that the Pace Services and Pace Platform:
     + 1. are merchantable, fit for any particular purpose and non-infringing;
       2. are accurate, reliable or correct;
       3. will meet your requirements;
       4. will be available at any particular time or location, uninterrupted, defect-free, error-free and secure, and that any defects or errors will be corrected; and
       5. are free of viruses or other harmful code.
  2. We do not warrant, endorse, guarantee or assume any responsibility or liability whatsoever for any product or services advertised or offered by a Merchant. We have no control over a Merchant's goods or services that subject to the Pace Buy.
  3. You shall indemnify us and hold us harmless from and against any claims, liabilities, damages, losses and expenses, including without limitation reasonable legal and accounting fees, arising out of or in connection with your breach of these Terms.

1. **Privacy**. You agree with the Privacy Policy.
2. **Intellectual Property**
   1. We, our affiliates or any of our licensors own all legal and equitable right, title and interest in and to all copyrights, trademarks, patents, database rights and other intellectual property and all other rights in and to the Pace Services and Pace Platform, and any of their improvements, derivative works and related knowledge or processes (**Pace IP**).
   2. The copying, distribution, use or publication by you of any part of the Pace Services and Pace Platform, unless expressly permitted in these Terms, is prohibited.
   3. The trademarks, service marks and logos used or displayed in connection with the Pace Services and Pace Platform are our or our licensors registered or unregistered trademarks or intellectual property (**Trademarks**).
   4. Nothing in these Terms, the dealings and transactions between us or the use of the Pace Services and Pace Platform grants to you any ownership of or other rights whatsoever to any Pace IP or Trademarks, except as expressly provided in these Terms.
   5. We may collect, use, disclose or otherwise deal with any data derived or arising from or relating to the use of Pace Services or the Pace Platform, for analysis, benchmarking, analytics, marketing, mining, business intelligence and other business purposes. All data under this clause (**Aggregated Data**) shall be in aggregate and anonymous form only, and shall not identify the you or any other personal information. We or our affiliates own all legal and equitable right, title and interest in and to all copyrights, trademarks, patents, database rights and other intellectual property to the Aggregated Data. For the avoidance of doubt, we do not under any circumstances collect or store any of your credit / debit card number or card verification value (**CVV**) in connection with any transactions made with the Payment Method or the use of Pace Services or the Pace Platform.
   6. A Merchant Member agrees to grant to us and our affiliates the non-exclusive, royalty-free, non-assignable, and non-sublicensable license to use its name, logo, mark, image, trademark and/or other branding designations (**Brand Marks**) solely for the purposes of enabling us to promote the purchase of the Merchant Member’s goods and/or services on the Pace Platform and any other medium of communication (whether online or offline), for the duration that the Merchant Member maintains an Account with us. Where the Merchant Member has provided us and our affiliates with any Brand Marks belonging to any third party for the purposes in this provision, the Merchant Member warrants to us that our use of such Brand Marks shall not infringe the intellectual property rights of the relevant owners. Upon the cessation of a Merchant Member’s Account, we and our affiliates shall remove all such Brand Marks from the Pace Platform as soon as reasonably practicable.
3. **Electronic Communications and Notices**
   1. You agree to receive and access via electronic means (including email or your Account) all communications, records and notices arising out of or in connection with these Terms that we may be otherwise required to provide to you in paper form. Your consent in this clause remains effective until you withdraw it by sending an email request to info@pacenow.co and we have been given reasonable time to process your request.
   2. You shall notify us immediately of any change in your email address by updating your Account or by contacting us via email. Any notices or communication provided to you at your email address for the time being recorded in your Account is deemed to have been delivered to and received by you.
   3. Notices from us to you may be sent via email to the email address for the time being recorded in your Account. Notices from you to us may be sent via email to info@pacenow.co. Notices are deemed received upon successful transmission.
4. **SMS** 
   1. You agree to receive our SMS messages to each telephone number provided by you, even if the telephone number is on a do-not-call registry. You warrant that the telephone number that you have provided to us belongs to you and you are permitted to receive our SMS messages at that telephone number. You shall immediately notify us of any changes to your telephone number.
   2. Our SMS messages will be used to (a) verify your phone number or Registration Data; (b) remind you of upcoming or overdue payments; or (c) improve the use and administration of your Account or the Pace Services. Our SMS messages will not contain advertisements, promotions or marketing content.
5. **Assignments**
   1. You shall not transfer or assign any rights or obligations you may have under these Terms without our prior written consent. We may transfer, assign or novate these Terms, and any rights, obligations and conditions under these Terms, to a third-party without your consent or notice.
   2. Further, you agree that we may at any time appoint third party collection agencies to collect any amounts owing to us or our assignee without your consent.
6. **Dispute Resolution**
   1. All disputes arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the courts of Bangkok, Thailand.
   2. These Terms are governed by the laws of Thailand, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
7. **Confidentiality**
   1. Each party shall hold and treat all Confidential Information as secret and confidential and take all necessary and appropriate measures to keep the Confidential Information secret and confidential and to prevent unauthorized use or disclosure of the Confidential Information including by exercising no less care with respect to the disclosing party's Confidential Information than that accorded to its own confidential information but, in any event, no less than a reasonable degree of care.
   2. Each party shall only disclose the Confidential Information to the receiving party’s directors, officers, employees, representatives, agents, advisors, and/or affiliates and their respective directors, officers, employees, representatives, agents and advisors (the **Persons**) on a need-to-know basis for the purposes of the Pace Services and shall inform the Persons of the receiving party's obligation of confidentiality and obligations hereunder and shall be fully responsible and liable for any breach by such Persons. A party shall not disclose the Confidential Information to any other person, other than the Persons, except with the disclosing party’s prior written consent.
   3. Each party shall not use, copy or reproduce the Confidential Information for any purpose (including, but not limited to, any competitive or commercial purpose) other than in relation to the Pace Services. A party shall promptly notify the disclosing party upon any discovery of any unauthorised used or disclosure of the Confidential Information and shall assist the Receiving Party to regain possession of such Confidential Information and to prevent its further unauthorised use or disclosure.
   4. Confidential Information shall not include any information or shall cease to remain confidential if it (a) was already demonstrably known to the receiving party on a non-confidential basis prior to the receiving party's receipt of such information from the disclosing party pursuant to this Terms, (b) is obtained by the receiving party from a source other than the disclosing party or any person representing the disclosing party, provided that such source, insofar as is known to the receiving party, is not prohibited from transmitting the information to the receiving party by any contractual, legal or fiduciary obligation to the disclosing party, (c) is or becomes generally available to the public other than as a result of or in connection with a breach of the terms of this Terms by the receiving party; or (d) has been independently developed by the receiving party without reliance on or reference to any information, documents or other property provided pursuant to this Terms.
   5. Notwithstanding the termination of the Account, a party shall continue to be bound by the confidentiality obligations in these Terms.
8. **Miscellaneous**
   1. These Terms are effective until your Account is terminated in accordance with these Terms. We may terminate these Terms immediately upon notice.
   2. If the whole or a part of any provisions of these Terms is determined to be invalid or unenforceable, the remaining provisions of these Terms that are not affected shall continue to be valid and binding upon the Parties and shall be enforceable.
   3. These Terms constitute the entire agreement between the Parties with respect to their subject matters.
   4. No failure or delay to exercise any right under these Terms will operate as a release or waiver of those rights. A single or partial exercise of any right does not prevent any other or further exercise of that right.
   5. A person who is not subject to these Terms shall have no right to enforce or enjoy the benefit of any terms under these Terms.
   6. Nothing in these Terms shall be deemed to constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in these Terms.
   7. A Party shall not have any liability under or be deemed to be in breach of these Terms for any delays or failures in performance of these Terms which result from circumstances beyond the reasonable control of that party, except for payment obligations. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.
   8. This Agreement has been entered into in the English language. The Thai version shall only be a reference. The parties agree that the English version of this Agreement will prevail in the case of any conflict or inconsistency with the Thai version.

**Schedule**

**Prohibited Transactions**

We do not permit activities, dealings and transactions with or relating to:

1. Unlicensed money lending;
2. Unlicensed casinos and online casinos;
3. Casino cruise ships;
4. Unlicensed casino junkets;
5. Cryptocurrencies;
6. Firearms, weapons and ammunition;
7. Drugs, drug paraphernalia and drug test circumvention aids;
8. Fireworks and hazardous materials;
9. Miracle cures;
10. Currency and forex instruments or services;
11. Pornography, obscene and adult content;
12. Sexually oriented materials or services;
13. Counterfeit and replica goods;
14. Items or downloads infringe or violate copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
15. Pyramid or Ponzi scheme, matrix program and other similar schemes;
16. Telemarketing and investment scheme;
17. Gold;
18. Items that promote hatred, racism, religious persecution or contain offensive content;
19. Items encouraging illegal activity;
20. Human remains and body parts;
21. Unlicensed multi-level marketing;
22. Stolen goods or digital and virtual goods;
23. Products or services identified by government agencies to have a high likelihood of being fraudulent; and
24. Gambling or any other activity with an entry fee and a prize, including casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling (whether or not it is legally defined as a lottery) and sweepstakes.

**Anti-Money Laundering Policy**

**Policy on Anti-Money Laundering and Countering the Financing of Terrorism**

1. The purpose of this policy is to establish the general framework against money laundering (**ML**) and financing of terrorism (**FT**).

2. Pace Enterprise (Thailand) Co. Ltd (Company Registration No.: 105553156663) (**Company**) puts reasonable measures in place to control and to limit ML and FT risk, including dedicating the appropriate means.

3. The Company is committed to high standards of anti-money laundering and countering the financing of terrorism (AML/CFT) compliance and requires management and employees to adhere to these standards in preventing the use of its products and services for ML or FT purposes.

4. The Company takes a broad view of the crimes that are related to money laundering, and specifically includes tax evasion as a money laundering offence. The Company’s policy on the AML and CFT applies to all countries in which the Company operates and to all business activities within those countries.

5. The Company will:

(a) Establish clear lines of internal accountability, responsibility and reporting for AML and CPT compliance. All business areas must ensure that appropriate internal controls are in place and operating effectively, with regular reporting to the Company’s senior management;

(b) Document, implement and maintain procedures and controls for each business in the context of local law and regulations. Compliance with these procedures and controls are monitored;

(c) Take all reasonable steps to verify the identity of merchants and customers, and where appropriate, their beneficial owners. The Company will obtain additional know-your-customer information according to a risk-based approach;

(d) Establish procedures to retain adequate records of identification, account opening, and transactions for a minimum of five years. Records relating to staff training, internal compliance monitoring, and suspicious activity reporting will also be retained for a minimum of five years;

(e) Monitor ongoing user activity to keep records up to date and identify any activity that may involve money laundering. This includes using automated systems to monitor customer transactions and to identify higher-risk users;

(f) Refuse and report any transaction where reasonable grounds exist to suspect MT or FT;

(g) Make prompt reports of suspicious activity through the appropriate internal channels and where required, to the relevant regulatory and law enforcement authorities;

(h) Raise awareness of AML and CFT and train our staff how to recognise and report suspicious activity; and

(i) Cooperate with any lawful request for information made by government or law enforcement agencies during their investigations into ML or FT.

*Published on 12 December 2022*