

## Terms and Conditions on the Right to use Computer Program Supplier Web Work

These Terms and conditions on the right to use computer program (“Terms and Conditions”) shall be applicable to the computer program user (“User”) immediately upon acceptance by the USER (Accept) and as registered as the computer program user under these Terms and Conditions via computer accessories and systems, will be subject to description as follows:

### 1. DEFINITION

“Computer Program” means Supplier Web Work, the website being the center for supplier of products/services to access PANTAVANIJ services, comprising of various items below:

- (a) Online Purchasing
- (b) Electronic Request for: Information, Proposal, Quotation (eRFx)
- (c) Online Auction
- (d) Sample Request
- (e) User information maintenance
- (f) Transaction reports
- (g) Supplier Directory
- (h) Other items as to be subsequently added by PANTAVANIJ in the future

“USER identification” means USERNAME and PASSWORD for used in access (log in) to use the computer program.

“USE of Program” means instructing the computer accessories and work systems of the USER to run, both directly and indirectly, based upon capacity of the computer program to use and comply with the instruction, access to data, data collection, and data retrieval.

### 2. THE RIGHTS TO USE THE COMPUTER PROGRAM

2.1 At all times during the use of this computer program under these Terms and Conditions, PANTAVANIJ agrees to grant the rights to use such program to the USER under non-exclusive and non-transferable term (unless the USER obtains permission from PANTAVANIJ in writing) to support business of the USER. However such rights do not cover the right to sub-lease or to provide service to use the computer program to other individuals or institutions.

2.2 The USER agrees that PANTAVANIJ has the rights to revise or terminate its services under these Terms and Conditions any time by informing the USER in advance, except in a case of force majeure.

2.3 The USER agrees to use the computer program under the following conditions:

- (a) To adhere to relevant laws and regulations governing the use of the computer program;
- (b) Will not use the computer program to conduct any illegal activities;

- (c) To abide by all of the rules, policies, and procedures of PANTAVANIJ in association with using the computer program;
- (d) Will not encourage, support, or disseminate illegal information via the computer program;
- (e) Will not intervene with transaction of other USERS of the computer program;
- (f) Will not use or disseminate file/program/software with virus or similar harm that may cause damage to the use of computer program by others;
- (g) Will not intervene or interrupt any networks link to the computer program;
- (h) Will not use any tools or software to intervene with the operation of computer program;
- (i) To provide true personal status data and any datum in respect of using the computer program and to always update the data.
- (j) Be responsible for all taxes from sales and/or services transactions.

3. INSPECTION: The Supplier shall allow the Company to inspect, upon reasonable notice and during the Supplier's regular business hours, to verify its compliance with the terms of this Agreement.

#### 4. CHARGE ON THE RIGHTS TO USE COMPUTER PROGRAM, FEES, AND METHOD OF PAYMENT

4.1 The USER has the right to use Online Auction, eRFx and Online Purchasing with free of charges under terms and conditions assigned by PANTAVANIJ.

4.2 Other fees in relation to the Service may be announced from time to time by PANTAVANIJ as it deems appropriate. In case, the USER disagrees with such fees, the USER must contact the PANTAVANIJ to cancel the right to use functions, which must pay the fees for using within 7 days since received a notice. Exceeding the period of above-mentioned, it deems that the USER accepts and agrees to pay such fees announced by PANTAVANIJ.

#### 5. USER ACCOUNT AND SECURITY

5.1 For ensuring the security of User's transactions the USER must set up the USERNAME and PASSWORD for used in access (log in) to use the computer program.

5.2 The USER agrees to secure its USERNAME and PASSWORD, anyhow the USER shall inform the PANTAVANIJ immediately in the event of unauthorized USERS accessed to the computer program.

#### 6. PANTAVANIJ'S OBLIGATIONS

6.1 The Company provides a venue for exchanging information pertaining to procurement transactions of products and services between buyers and suppliers of the products and related services. The Company is not involved in the actual transactions between any buyer and the Supplier nor does the Company act as a buyer, broker, or seller of any product and service. The Company posts information provided by the Supplier in an effort to enable the Supplier to conclude transactions or arrangements, if the Supplier so

chooses, with any buyer. As a result of the Company's limited role, it has no control over the warranty, quality, compatibility, safety or legality of products or services advertised, the truthfulness, accuracy or completeness of any posting of products or services.

6.2 Because the Company is not involved in buyer-to-supplier dealings, except to the limited extent provided above, Supplier agrees that the Company shall not be responsible for all claims, demands, damages and losses, of any type and nature arising out of or in any way connected with use of the Service (including without limitation any disputes with buyers or other suppliers using the Service).

6.3 The Company shall not be responsible for collecting or remitting any taxes except upon its own income. In addition, the Company shall not be responsible for any breach of the buyer and the Supplier with respect to the terms of any transaction or associated transaction-related activities.

## 7. COMPUTER PROGRAM MAINTENANCE

If the USER encounters any problems or difficulties on the use of computer program, they may contact:

PANTAVANIJ Company Limited – Customer Care

1168/94 Lumpini Tower, 31th Floor, Rama 4, Tungmahamek, Sathorn, Bangkok 10120

Telephone: 0-2034-4333; Fax: 0-2679-7474; Email: [customercare@pantavanij.com](mailto:customercare@pantavanij.com)

## 8. PROTECTION OF RIGHTS AND INTELLECTUAL PROPERTY RIGHTS

8.1 The Supplier acknowledges that the Company owns or has the legally right to use the Online Purchasing System (consisting of source code, destination code, operating system, and database connected to the system etc.) and content, music, sound, photographs, video, graphics or other materials contained in the Service. This Agreement does not transfer any right, title, interest, copyright or intellectual property right in the Service to Supplier and Supplier may not copy, imitate, reproduce, distribute, or create derivative works from the Service without expressly being authorized to do so by the Company.

8.2 In the case where there is any disputes or court filing by any parties with objective to terminate the USER from using the computer program due to breach of intellectual property rights, PANTAVANIJ agrees to responsible for all damages to the third party which includes all expenses that the USER is obligated to pay to the third party or defending the case. During the dispute or litigation, PANTAVANIJ will perform relevant actions under discretion to ensure continuity of computer program unless PANTAVANIJ is able to prove that such breach of intellectual property rights derive from misuse of computer program, any amendment, adjustment, enhancement to the computer program which is out of the scope of normal operation under these Terms and Conditions.

## 9. GUARANTEE AND LIMITATION

9.1 PANTAVANIJ guarantees that the computer program will operate as specifies in the specifications and its feature in which the USER has acknowledged and accepted hereof.

9.2 PANTAVANIJ shall not certify or guarantee any matter regarding (a) Sale volume, income, profit or any other benefit that the USER may obtain during the use of computer program. (b) Any damages arising from modification of computer program by the USER or any other person under the supervision of the USER.

9.3 PANTAVANIJ shall not guarantee that (1) the operation of the computer program will not be disturb or have system failure (2) the computer program will never interrupt and (3) any mistake in the manual. However, if there are any such errors, PANTAVANIJ will promptly perform troubleshooting steps to identify the problem after receiving notification from the USER.

9.4 In any cases where the USER associates with the third party by the use the computer program, the USER acknowledges that PANTAVANIJ is not involved in such transaction between the USER and the third party. Furthermore, PANTAVANIJ does not act as purchaser or broker or seller of goods or services but PANTAVANIJ only process data derived from the USER and provide an output for the purpose of the USER's transaction. Literally, PANTAVANIJ shall not guarantee, control the quality, safety or legality of the goods or services advertised including its accuracy or completeness of the information about the goods or services.

## 10. CONFIDENTIALITY

10.1 PANTAVANIJ and the USER shall not disclose the Confidential Information or any information derived from the other party to any third party throughout the period of time of using the computer program of the USER without consent of the other party, unless such disclosure is necessary for employee, advisor, director, agent, or any contractor for the purpose of inside management or for the benefit of taking any action under these Terms and Conditions, provided that the disclosing party shall control and supervise acquiring information not to be disclosed to other persons, except for direct consent of the disclosing party.

10.2 The conditions of the confidentiality under section 8.1 shall not apply to the Confidential Information or any information in the cases, as follows;

- (a) In the case where there shall be disclosure of the Confidential Information under laws or legal orders of the authorized competent officials, which, in this case, the disclosing party shall notify the other party who owns the information the Confidential Information or any information, including indicate the information to be disclosed, prior to disclosure;
- (b) In the case where the Confidential Information become public domain (not resulting from disclosure without permission from the information owner); or
- (c) In the case of the information as developed or improved by the information receiving party, whereby there is no any part showing or being known of the Confidential Information, either expressly or impliedly.

11. INDEMNIFICATION AND LIMITATION OF LIABILITY: Under the scope as prescribed by laws, PANTAVANIJ and the USER agree to indemnify to each other under these Terms and Conditions, irrespective of any case, which shall be the damages as actually incurred and proven by reliable documentations, exclusive of indirect damages arising from loss of incomes and/or profits, business interruption, loss of business information and/or general information and/or unforeseen damages. In addition, total damages shall not exceed any charge/fee as paid by the

USER to PANTAVANIJ (if any) under these Terms and Conditions for a period of 12 (twelve) previous months prior to the incident causing the right of claim mentioned above.

12. TERM AND RENEWAL: PANTAVANIJ agrees that the USER is entitled to use the computer program under the Terms and Conditions as from the date on which the Terms and Conditions are in full force and effect and shall be enforceable up to the end of the first calendar year. The rights to use shall be automatically renewable on a yearly basis for each period of 1 (one) calendar year unless earlier terminated prior to its expiry by the provisions of section 13.

### 13. TERMINATION

13.1 PANTAVANIJ may terminate the use of computer program in the following circumstances;

- (a) The USER commits any material breach in the performance of its obligation, the use of computer program shall be terminated within 30 days unless the USER fulfills its obligation within the designated time. However, if the breach is associated with intellectual property under section 6, it is deemed that the use of computer program is terminated immediately after receipt of notice through computer program.
- (b) In case where the USER (i) becomes an insolvent person (ii) transfers the assets to the benefit of other creditors (iii) becomes bankruptcy by court order or (iv) closes down the business, the termination will be effective within 30 days of receipt the notice from PANTAVANIJ through the computer program.
- (c) PANTAVANIJ may give a notice of the termination to the USER through the computer program and the termination will be effective within 30 days from the date that such notice was sent.
- (d) PANTAVANIJ may give a notice of the termination to the USER through the computer program and the termination will be effective within 30 days from the date that such notice was sent.

13.2 The USER may terminate the use of computer program by giving notice of the termination to PANTAVANIJ through computer program under this Term and Condition. The termination will be effective within 30 days from the date of such notice.

14. RESULTS OF TERMINATION: PANTAVANIJ may delete an account or file of the USER, prevent or block the USER from accessing to such information immediately after termination of these Terms and Conditions.

15. FORCE MAJEURE: PANTAVANIJ shall be excused from its obligations hereunder when and only to the extent that performance thereof is prevented by any force majeure event, (that is any event beyond the reasonable control of a party, without limitation to war, epidemic, fire, force of nature, terrorist, riot etc.). PANTAVANIJ shall immediately notify the USER of such event through its computer program. Notwithstanding, the USER is still obliged to pay the amount due to PANTAVANIJ in accordance with these Terms and Conditions.

16. NOTICE: Any notice, letter, and other document addressed to the party shall be served to its postal address or other informed address or as appearing in the company's certificate or any other official document or email on the day defied by these Terms and Conditions. The said notice, letter, and other document shall be sent by person, registered mail, fax, or email. In case where one party change its address or personal status at any time during these Terms and Conditions, the party shall update its information in the computer program within 7 days and it is deemed that this updated information is acknowledged by another party.

## 17. MISCELLANEOUS

17.1 The USER shall not transfer its rights and obligations, whether in whole or part, under these Terms and Condition to any third person without prior written consent by PANTAVANIJ.

17.2 These Terms and Conditions will be governed by and construed in accordance with the law of THAILAND.

17.3 In case PANTAVANIJ wishes the USERS to sign the AUTHORIZED USER AGREEMENT and pay fees for using additional functions of the computer program, these terms and conditions will be deemed as a part of such agreement (Attachment)