



**Agreement for Accepting Credit Card via PAYSBUY Service (PAYSBUY Direct)**

Dated.....

This Agreement is made between PAYSBUY Company Limited, the E-Money Business licensee No.005/2548 issued by Ministry of Finance and the E-Payment Service Provider licensee No. ๙(6) 008/2552 issued by Ministry of ICT, whose Company Tax ID 3-0312-6941-5 having its principal office at 128/215 Phayathai Plaza Bld. 20Fl., Phayathai Road, Ratchathewi, Bangkok (hereinafter the "Company" or "PAYSBUY") and ..... (hereinafter the "Applicant" or "You") having its principal office at ..... zip code ..... Tel. .... Fax .....

**Website (URL):** .....

**Business Category:**

- Cameras and Accessories
- Toys, Collections, Antiques and Hobbies
- Music Instruments
- E-marketplace
- Watches, Jewelry and Ornaments
- Houses and Immovable Properties
- Parenting
- Arts, Handicrafts and Souvenirs
- Books
- Seminars, Workshops and Education
- Sports Accessories
- Computers
- Cosmetics and Beauty
- Travel Accommodations
- Online Service
- Songs, Music and Entertainment
- Automobiles
- Pets, Trees and Flowers
- Foods and Health
- Shopping Online
- Games
- Electronics and Appliances
- Booking Lodging Travel
- Phones and Communication
- Donation
- Furniture and Home-Appliances
- Hosting and Domain Registration
- Clothes and Fashion
- Office Stationeries
- Miscellaneous: .....

**Product / Service:** .....

**PAYSBUY ID:**

**PAYSBUY Username (E-mail address):** Primary E-mail: .....

Secondary E-mail (1): .....

Secondary E-mail (2): .....



Requested services:

- Payment acceptance from PAYSBUY account
- Payment acceptance from direct VISA or MasterCard (PAYSBUY Direct)
- Payment acceptance from direct JCB
- Payment acceptance from American Express (AMEX)

This applicant hereby acknowledges applicant qualifications for accepting credit card via PAYSBUY service and accepts the terms and conditions for accepting credit card via PAYSBUY service, following this Agreement.

Signature\_\_\_\_\_ PAYSBUY Authorized person  
( )

Signature\_\_\_\_\_ Applicant/Authorized person  
( )

Signature\_\_\_\_\_ Witness  
( )

Signature\_\_\_\_\_ Witness  
( )



## **Terms and Conditions for Accepting Credit Card via PAYSBUY Service**

The terms and conditions in this Agreement are made between PAYSBUY Company Limited (hereinafter referred to as "PAYSBUY") and the business owner dealing in the sale of goods and/or services (hereinafter referred to as "The Merchant") who wishes to apply for goods and/or service ("Merchandise") payment transaction services for their customers using credit cards issued by PAYSBUY's Payment Gateway bank (hereinafter referred to as "the Bank") and/or VISA or MasterCard authorized card issuers via PAYSBUY system service. Therefore, the Merchant hereby executes this Agreement in favor of PAYSBUY with the following terms and conditions:

### **Clause 1. Terms and Conditions**

1.1 The Merchant appoints PAYSBUY to receive payments for the sales of goods and/or services from their customers by enabling the customers to pay for the goods and/or services via PAYSBUY system.

1.2 The Merchant offers Merchandise for sale to interested persons by presenting descriptive information via the internet media and/or other electronic media which is approved by the Bank, so the credit cardholder (hereinafter called "the Cardholder") can pay for goods and/or services via credit card collection services. However, the goods and/or services being offered for sale by the Merchant shall not be contrary to accepted public morality, custom, law or government regulations presently in force or that enter into force, or are deemed contrary to the image of PAYSBUY, VISA International Association or MasterCard International Incorporated.

In the event that the Merchant fails to comply with the above conditions, or offers to sell Merchandise that are food products, medicines, medical devices, methods of gambling, pornography, sex-related services, matchmaking services, cigarettes and/or other addictive substances, or internet/computer-based items such as software, songs, movies that the Merchant is not the copyright owner or licensed distributor of, or is unable to gain legally binding copyright permission, or attempts to sell any other type of Merchandise which PAYSBUY prohibits in the future shall be cause for PAYSBUY to terminate this Agreement, and the Merchant's prerogatives under this Agreement shall be automatically cease. In the event that there are any losses and/or damages incurred to PAYSBUY by the Merchant, the Merchant shall be responsible to PAYSBUY for those losses and/or damages and/or any expenditure that has been incurred by the Merchant.

1.3 The Merchant shall, at their own expense and action, accept purchase orders and deliver the goods and/or services upon demand by the Cardholder and be subject to the commitments advertised through the medium mentioned in clause 1.2, while PAYSBUY is not bound to any obligation in this matter.

1.4 The Merchant shall accept purchase orders of the goods and/or services on PAYSBUY's website which also provided services as Cyber Mall named [www.PAYSBUY.com](http://www.PAYSBUY.com).

1.5 The Merchant shall require the Cardholder to fill in their credit card information on PAYSBUY's website. The Merchant shall not however, keep any Cardholder information after completion of the transaction.

1.6 The Merchant agrees to accept credit card via PAYSBUY service that allows PAYSBUY to transfer the order data to the Bank directly which shall sort out goods and/or services according to the data transferred by PAYSBUY when the Bank collects daily and deposit into PAYSBUY's bank account for the Merchant. The Merchant shall consent the Bank to deduct the fees set by PAYSBUY including VAT out of the total collection before make a deposit.

1.7 The Merchant shall be responsible for accepting purchase orders and payment of the goods and/or services made by the Cardholder via PAYSBUY's website as well as a deposit into PAYSBUY's bank account as if the Merchant had made by themselves including charges disputed by the card issuing bank or the Cardholder afterwards.

1.8 The Merchant shall deliver the Merchandise bought in accordance with the standards advertised by them, and the Cardholder shall receive the goods in good condition – not defective. Furthermore, the Merchant shall keep and retain all acceptance receipts, warranty certificates and/or acknowledgements of receipt signed by the Cardholder for at least 18 (eighteen) months.



1.9 If the Merchant requires that the cost of Merchandise be payable in a foreign currency, and when the charge incurred by the credit card is transferred to their account, the Merchant agrees that the Bank shall credit the account with the net amount expressed in Baht, less the collection fees and VAT at the latest exchange rate applicable on the date of settlement performed by PAYSBUY.

1.10 The Merchant acknowledges that he/she shall post certain announcements on the website indicating that the Cardholder expressly agrees to the Bank collecting on transactions based on the credit card number given to the Bank and PAYSBUY.

1.11 The Merchant shall clearly specify the following data on their website for the Cardholder's information

- Name of the Merchant and/or company
- Price of the goods and/ or services
- Contact information such as their telephone number and E-mail address
- Location and country of the Merchant
- Description of goods and or services offered
- Currencies accepted for payment
- Shipment policy
- Cancellation and return policy and/or service policy

1.12 The Merchant shall not sell Merchandise at a price to the Cardholder higher than the price set for other customers. The Merchant shall not cause the Cardholder to pay any charge or fee that the Merchant pays the Bank and/or PAYSBUY, or any expense incurred due to the Cardholder paying by credit card. In the event that there is any privilege offered to general customers such as a discount or gift, the Cardholder shall be entitled to receive such privileges as other customers.

1.13 If a purchase order has an unreasonably high value or is suspicious for any reason with respect to the Merchandise ordered by the Cardholder, the Merchant agrees that PAYSBUY and/or the Bank may check the order or require further information and documents from the Merchant prior to the delivery of the Merchandise.

1.14 If the Bank and/or PAYSBUY has learned from the Cardholder that they have placed no purchase order with the Merchant for the goods/services, the Bank and/or PAYSBUY shall conduct an investigation. In this event, if the Merchant cannot prove that the Cardholder has placed the order for goods/services, the Merchant agrees that PAYSBUY may forthwith debit their PAYSBUY account for the refund to the Cardholder, or the Merchant shall refund the withdrawn amount from their account fully to PAYSBUY, including other such expenses incurred with respect to the particular transaction such as transportation, insurance premiums, etc., without showing any written proof of payment to the Merchant.

If the Bank and/or PAYSBUY is informed by the Cardholder that the purchase of goods/ services had been canceled within 45 (forty-five) days from the date of order or within 30 (thirty) days from the due date of delivery as agreed in writing, and if the Cardholder can prove that he/she has not received the goods/services, or received them beyond the due date of delivery, or received an incomplete consignment, or defective, unsuitable to the intended purpose, the Merchant agrees that the Bank shall cancel the pending collection from the Cardholder. If the collection has been completed, and if the goods/services so ordered are domestic, the Merchant agrees that the Bank shall refund the collected amount to the Cardholder within 30 (thirty) days after the Cardholder has shown proof of the above defect(s) to the Bank and PAYSBUY. Or, if the goods/services ordered are from an international source, the Merchant agrees that the Bank shall return the collected amount to the Cardholder within 60 (sixty) days after the Cardholder has shown proof to the Bank and PAYSBUY. Under these circumstances, the Merchant further agrees that PAYSBUY may forthwith debit their PAYSBUY account for the refund to the Cardholder, or the Merchant shall refund the amount withdrawn from their PAYSBUY account fully to PAYSBUY, including other such expenses incurred with respect to the particular transaction such as transportation, insurance premiums, etc., without advance notice by PAYSBUY and the Bank, and without showing any written proof of payment to the Merchant.

If the Bank has to refund an amount expressed in a foreign currency due to the Cardholder's foreign account, the Merchant agrees that PAYSBUY may debit the Merchant's PAYSBUY account at an amount equal to that required to be refunded in foreign currency to the Cardholder. It is mutually agreed that the amount so debited shall be at the latest exchange rate applicable on the date of return.



1.15 The Merchant hereby undertakes to keep and retain for at least 10 years all records of the sale and delivery of goods and/or services and shall upon request deliver those records to PAYSBUY within 15 (fifteen) days, including other retained records relating to the Cardholder's consent for card collection services rendered by the Bank until the Cardholder discontinues use of the Merchant's service or until this Agreement is terminated.

The Merchant is required to keep and backup all electronic transaction information of the goods and/or services payment on the Merchant's website for at least 12 (twelve) months from the date of purchase and shall upon request deliver those records to PAYSBUY if the purchase is suspicious. If there is a case that PAYSBUY is unable to collect payment due to the Merchant has failed to deliver those records, PAYSBUY has a right to hold the charged amount in the Merchant's PAYSBUY account and the Merchant shall agree to pay the interest at the rate equal to 15% as applies on debt defaults from the date that PAYSBUY attempts to collect until the payment is fully collected.

1.16 If the Merchant is required to keep the credit card information, Cardholder and transaction information, the Merchant is required to keep such information either in physical hard copy or electronic form in a safe place, and shall not disclose such information to any unauthorized person and shall not sell, procure and alter or disclose such information to others. In the event that such information is not used, the Merchant shall delete such information to a degree that it is not possible to rewrite or reuse it. If there is any unauthorized access to this information, the Merchant shall inform the Bank and PAYSBUY at the earliest opportunity.

The Merchant undertakes not to disclose any information regarding the Cardholder or computer system information owned by PAYSBUY and/or the Bank to any third person, and not to use such information for any other business operated by the Merchant, without prior written consent from PAYSBUY. If the Cardholder has incurred damage and finds that this was due to unauthorized disclosures, intentional or not, of their personal information by the Merchant or by the Merchant's website, the Merchant shall be fully liable to the Cardholder for the damage suffered by them.

1.17 If the Merchant wishes to change, modify or alter their current methods of sales activities, provision of services, or terms of payment through the media described herein, the Merchant shall give a 30 (thirty) days prior written notice to PAYSBUY.

1.18 The Merchant shall not authorize any other merchant to utilize their PAYSBUY service, except with the prior written consent from PAYSBUY.

1.19 In order to provide the above services, the Merchant agrees and acknowledges that the Bank and the Merchant are required to comply with rules and conditions of the credit card company with which the Bank is a member, or becomes a member of at some later date. If there is any change in the regulations or conditions for Merchants, the Merchant agrees that further service will be conditional to compliance with such new regulations or conditions.

1.20 The Merchant shall inform PAYSBUY forthwith if the following was found:

- 1.20.1 suspicious activity of the Cardholder
- 1.20.2 Credit card fraud

1.21 In the event that PAYSBUY has found that the Merchant has infringed this Agreement by using the service for paying debt not incurred from the purchase of goods and/or services on the website, including any damages or losses incurred from the Cardholder canceled the order due to item not received, or the Cardholder received item delayed or defective or not as expected, PAYSBUY has a right to stop the transfer of payment to the Merchant promptly.

In such event, the Merchant shall be fined by PAYSBUY at the rate equal to 20% of the amount received from the Cardholder.

1.22 The Merchant accepts that the operating system via internet and all programs related to payment under this Agreement are the lawfully copyright of PAYSBUY. The Merchant is strictly prohibited to reproduce, modify or distribute, otherwise, shall be chargeable with an act of copyright infringement, and shall be fully liable to PAYSBUY for the damage suffered by it.

1.23 The Merchant agrees and accepts that a payment amount received from the Cardholder, that is posted by PAYSBUY, is correct and final unless the Merchant shall dispute the correctness of such amount with PAYSBUY within 3 (three) days from the date informed by PAYSBUY.

## **Clause 2. Collection of Payments through Credit Card**

2.1 The Bank shall collect the payment from credit card issued to the Cardholder at such time and amount that PAYSBUY has informed the Merchant.



2.2 The Merchant must issue the customer a receipt showing the details of payment.

2.3 If there is a return of the goods, cancellation of service, or reduction in price on the goods and/or services later, the Merchant shall not refund the Cardholder in cash or by bill, note or any other debt instrument. The Merchant shall however inform PAYSBUY of the facts so that PAYSBUY can debit the refund from the Merchant's PAYSBUY account and credit it to the account of the Cardholder in due course.

2.4 If there is a debiting of a refund from the Merchant's PAYSBUY account and the refund is paid to the Cardholder, PAYSBUY shall collect the fee for the refund at the rate equal to 4% of the amount of each transaction that exceeds 2,000 Baht.

### **Clause 3. Miscellaneous**

3.1 Any failure or omission to exercise a right by PAYSBUY under the Law or this Agreement shall not be deemed that PAYSBUY waives the right or consents to any breach of the terms and conditions of this Agreement committed by the Merchant.

3.2 The Merchant acknowledges that execution in compliance with this Agreement is only to facilitate the convenience of the Merchant and the Cardholder. Thus, the Merchant shall be solely responsible for any mistake, delay, deficiency or damage, and no claim for any damage or compensation shall be made against PAYSBUY for any reason.

3.3 Any taxes, duties, other expenses or any fees, arising out of this Agreement shall be solely the responsibility of the Merchant with prior notice from PAYSBUY.

3.4 To prevent fraud, and/or if PAYSBUY thinks it appropriate under the circumstances, the Merchant agrees that PAYSBUY may disclose any information supplied to PAYSBUY relating to the Merchant or the operation of their business to any person or entity without giving notice to or obtaining permission from the Merchant in advance. In this event, the Merchant shall claim no consideration or compensation for damage from PAYSBUY, and the provisions of this clause shall survive the expiration or termination of this Agreement.

3.5 The Merchant acknowledges that in the event that the Bank is unable to collect payment for any reason, or the Merchant fails to comply with the conditions hereof, or for any reason which PAYSBUY must pay a fine and/or other expense (if any) to the government, VISA International Service Association, MasterCard International Incorporated, other Credit Card Institution and/or any legal authority, the Merchant agrees to reimburse PAYSBUY for such fine, damages and/or expense in all respects. The Merchant consents and authorizes PAYSBUY to forthwith debit such sums including interest incurred thereon from the Merchant's PAYSBUY account and/or any other account maintaining with PAYSBUY.

3.6 If information provided by the Merchant such as the basic financial qualifications of the Merchant, status, balance sheet or any warranty issued in favor of PAYSBUY and/or the Bank as specified in this Agreement, or other relevant documents are found untrue or may be misleading in any material aspect, such event shall constitute a default of the conditions of this Agreement. Therefore, PAYSBUY is entitled to terminate services, and the Merchant agrees to reimburse PAYSBUY for any damages incurred.

3.7 The Merchant acknowledges that, in making a transaction by appointing PAYSBUY to be the payment acquirer according to this Agreement shall not waive the liability to pay VAT levied on that transaction.

### **Clause 4. Termination of Services**

4.1 This Agreement shall be effective from the date of its execution. If the Merchant wishes to terminate this Agreement, a 60 (sixty) days written notice shall be given to PAYSBUY before the termination shall come into effect.

4.2 The Merchant agrees to allow PAYSBUY to change the content of these terms and conditions, either in full or in part whenever PAYSBUY deems appropriate, with notice being given to the Merchant in advance.

4.3 If the Merchant fails to act in compliance with any aspect of these terms and conditions, PAYSBUY has the right to terminate the service without prior notice to the Merchant. In such case, the service under these terms and conditions shall be terminated immediately.



4.4 The termination of this Agreement for whatever reason shall in no way relieve the Merchant from the unfulfilled obligations or duties herein. The Merchant is still bound to fulfill those obligations until they are settled in full.

4.5 After this Agreement is terminated for any reason, the Merchant hereby agrees that PAYSBUY remains entitled to debit any sums from the PAYSBUY account(s) of the Merchant in settlement of any sums due herein to repay PAYSBUY, provided that the PAYSBUY account(s) are maintained by the Merchant for at least six months after this Agreement is terminated.

4.6 If PAYSBUY wishes to terminate this Agreement, a 30 (thirty) days written notice shall be given to the Merchant before the termination shall come into effect.