

Gaming Nation Terms of Services

These Terms of Use ("**Terms of Service**") govern the terms and conditions of the use of the Gaming Nation by dtac platform ("**Gaming Nation**"), which provides third-party's products and services to end users ("**Product**"). In this Agreement "You" and "Your" refer to You as the end user of the Gaming Nation. "We", "we", "Us" or "us" refer to dtac TriNet Co., Ltd ("**dtn**"). "**Seller**" refers to a third-party which offers its product and/or service on the Gaming Nation in the form of subscriptions, credits, vouchers and/or items. This Terms of Service explain your obligations to us for using the Gaming Nation.

By accessing or using the Gaming Nation, you acknowledge that you have read and understood and agree to be bound by all terms and conditions contained in this Terms of Service along with all applicable policies and product agreements incorporated by therein, including but not limited to dtac Privacy Policy.

You agree that dtn may, in its sole and absolute discretion, modify or change Terms of Service, Gaming Nation and/or the Products offered on the Gaming Nation from time to time and that such modifications or changes are effective immediately upon posting to this site. Your use of Gaming Nation after such changes or modifications have been made constitutes your agreement to be bound by this Terms of Service as last revised. If you have purchased any Product(s) on the Gaming Nation, this Terms of Service shall continue in full force and effect, including any changes made to this Terms of Service, as long as you take advantage and use the Product(s).

For clarity, you agree that the terms of use for any Seller shall exclusively be as set forth by the respective Seller. You agree that Gaming Nation is neither responsible nor liable for any Services provided by the Seller.

1 DEFINITIONS

"**Order**" refers to an order of a Product by you.

"**Services**" refers to the services provided by Gaming Nation in assisting and facilitating end users to shop, pay and receive Products from the Sellers.

"**Service Level Agreement**" means all service level agreements that is offered with respect to the Services and post on the Site, as they may be updated by us from time to time.

"**Site**" refers to the website or platform under the service name Gaming Nation

"**User**" or "**customer**" refers to end users of the Services who purchase Products from the Sellers through the Gaming Nation.

"**We**" refers to dtac TriNet Co., Ltd. or dtn

"**You**" or "**Your**" in this Agreement refers to any individual or entity who accepts this Agreement, has access to your account, uses the Services or the Site, or orders the Services, and includes both end users of the Services.

2 GENERAL USE OF THE SERVICES

You agree to comply with any and all the guidelines, notices, operating rules and policies and instructions pertaining to the use of the Services and/or access to the Site, as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these guidelines, notices, operating rules and policies and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Site.

2.1 You agree and undertake NOT to:

- (a) impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;
- (b) use the Site or Services for illegal purposes;
- (c) attempt to gain unauthorized access to or otherwise interfere or disrupt other computer systems or networks connected to the Site or Services;
- (d) post, promote or transmit through the Site or Services any prohibited materials according to applicable law;
- (e) interfere with another's utilization and enjoyment of the Site or Services;
- (f) use or upload, in any way, any software or material that contains, or which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the Site's data or damage or interfere with the operation of another customer's computer or mobile device or the Site or the Services; and
- (g) use the Site or the Services other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other applicable laws.

2.2 We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Site or any Services and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Site or any part of the Services.

2.3 We reserve the right, at its sole discretion, but shall not be obliged to:

- (a) monitor, screen or otherwise control any activity, content or material on the Site and/or through the Services. We may, in our sole and absolute discretion, investigate any violation of the terms and conditions contained herein and may take any action it deems appropriate;
- (b) prevent or restrict access of any User to the Site and/or the Services;
- (c) report any activity we suspect to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities; and/or
- (d) to request any information and data from you in connection with your use of the Services and/or access of the Site at any time and to exercise our right under this paragraph if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

- (e) deactivate, cancel, delete, ban, prevent and restrict any access to the Site and/or the Service of and by any Gaming Nation account, the User and/or anyone whether permanently or temporarily and without giving any reason or prior notice.

3 PRIVACY POLICY

- 3.1 Your use of the Services and/or access to the Gaming Nation is also subject to the Privacy Policy as set out at https://www.dtac.co.th/document-upload/privacy_notice_EN_07-03-2020.pdf

4 GAMING NATION USER ACCOUNT

- 4.1 You must create your user account with an active Thai mobile number and complete all verification prior to completing any Order on Gaming Nation.
- 4.2 You agree to have only one user account with Gaming Nation.
- 4.3 All information in your user account such as username, mobile phone number and email address shall be kept up-to-date.
- 4.4 You agree that dtn may disclose and share your information on Gaming Nation to relevant third-party as part of providing the Service to you.

5 TERMS FOR SALE OF PRODUCTS

- 5.1 You acknowledge that dtn neither directly sell nor own any Product on the Site, and is only facilitating the Sale of Products by the Seller to the User. The name of the Seller of the Product is publicly displayed on the Site.
- 5.2 Your authorization to use any Products is provided by the Seller and not dtn, and is subject to any terms and conditions of services as made available by the Seller, including, but not limited to, warranties (if any), ownership of intellectual property and permitted uses. Each agreement entered into for the Sale of Products to a User shall be an agreement entered into directly and only between the Seller and the User and also subjected to the Terms and Conditions of Sale listed here.
- 5.3 You acknowledge and agree that You must contact the respective Seller or its designated representative with regards to any service issues, including any issues with support. dtn provides customer support to You at no additional fee for service issues related to the use of the Gaming Nation.
- 5.4 Product Description:
 - 5.4.1 While we endeavor to provide an accurate description of the Products on Product Detail Page, we do not warrant that such description is accurate, current or free from error.

5.5 Prices of Products:

- 5.5.1 All Product Prices are subject to taxes, unless explicitly stated otherwise.
- 5.5.2 We, as notified by the Seller, reserve the right to amend the Prices at any time without giving any reason or prior notice.

5.6 Order Placement:

- 5.6.1 You may place an Order by completing the Order form on the Site and clicking on the confirm button. The Seller will not accept Orders placed in any other manner. You shall be responsible for ensuring the accuracy of the Order.
- 5.6.2 Orders are irrevocable and unconditional upon transmission of payment confirmation. Orders cannot be returned, refunded, transferred and/or cancelled, unless refund is permitted under Clause 6.
- 5.6.3 Gaming Nation will provide bill summary of your service fees to You and You shall make payment according to terms and conditions in clause 12. In this regard, you acknowledge and agree that the Products shall be delivered to you upon completion of payment.
- 5.6.4 The Price of Products shown in the Site will be in local currency.
- 5.6.5 If You fail to make timely payment, You agree that dtn may, in addition to all other rights and remedies provided to Gaming Nation hereunder or at law, terminate or suspend the affected Service(s).

6 REFUNDS

- 6.1 Refund is only allowed in case of configuration error caused by the Gaming Nation or the Seller under the respective Seller's refund policy. The method and time period of refund will be determined by dtn and/or the Seller, as the case may be.
- 6.2 You agree to report a case to dtn within 7 days after Order placement date and within the same calendar month as the Order placement date to be considered for a refund.

7 PROMOTIONAL DISCOUNTS

- 7.1 There may be promotional discount coupons and discount codes ("Discounts") distributed to the User on Gaming Nation. These Discounts are:
 - (a) valid only on the Gaming Nation
 - (b) not exchangeable for cash
 - (c) not transferable
 - (d) may be one-time use
- 7.2 Additional terms and conditions may be specified in relation to specific Vouchers (for example, duration, discount amount and products covered), and will govern the use and redemption of those Discounts in addition to these terms.

- 7.3 In the event where the Order is canceled or refunded after the Discounts has been redeemed, the User will receive refund only of the amount actually paid. Discounts used cannot be refunded, returned or redeemed anymore.
- 7.4 We reserve the right to change these terms or cancel any promotions at any time without notice.
- 7.5 We reserve the right to cancel or modify orders, or revoke the use of Discounts and Coins, where the vouchers are used in the following circumstances:
- (a) suspicious or fraudulent use of Discounts and/or Coins;
 - (b) Discounts Codes abuse, including Discount Coupons and Codes redeemed using multiple accounts or multiple checkouts associated with the same customer or group of customers; and/ or
 - (c) Discounts used in bad faith (including resold Discounts or use of vouchers on orders made and intended for resale).
- 7.6 We reserve the right to cancel any Discounts awarded to a User or Orders placed in connection with any Discounts that were obtained under or as a result of the Program at its sole discretion and without prior notice including the case that where we determine in its sole and absolute discretion that such User has breached any terms including but not limited to the Terms of Use, Privacy Policy and/or the Terms & Conditions of Sale.
- 7.7 In order to use the Discounts, discount codes must be entered at the checkout page. The User acknowledges and agrees not to request for any refund or compensation arising from incorrect usage of Discounts.
- 7.8 Unless otherwise stated, vouchers or other promotional discounts are not valid in conjunction with other tactical promotions or discounts, with the exception of pre-discounted products on Gaming Nation.

8 GN COINS

- 8.1 GN Coins (“Coins”) are digital reward points that issued by us to You for your continued engagement on Gaming Nation. GN Coins have no monetary or cash value and shall not be exchanged for currency in any form.
- 8.2 These GN Coins are issued to you solely for use on Gaming Nation with the following conditions:
- (a) valid only on the Gaming Nation
 - (b) not exchangeable for cash
 - (c) not transferable
 - (d) not refundable
 - (e) one-time use

- 8.3 The User will receive 50 GN Coins with every 50 Thai baht spending on Gaming Nation unless stated otherwise on periodic marketing campaign terms and conditions. We reserve the right to change this condition at any time without giving prior notice to the User.
- 8.4 The quantity and availability of GN Coins issued to you when you participate in engagement activities on the Gaming Nation shall be determined by dtn at its sole discretion. You can check your GN Coins balance and redemptions history in your Gaming Nation user account. Your GN Coins balance and redemption history as set out in your Gaming Nation user account shall serve as a conclusive evidence of the same.
- 8.5 The User can collect GN Coins to obtain Discounts or rewards on the Gaming Nation. We determine the quantity of GN Coins required for all Discounts and rewards exchanges. This GN Coins exchange condition may change from time to time as announced or notified by us, and without any prior notice, to You.
- 8.6 Any GN Coins which have not been claimed or used before the expiry dates become void and of no further use. All GN Coins expire on 30 June and 31 December of every calendar year.
- 8.7 Discounts and/or Rewards are available in limited number and shall be available on a first-come first-serve basis and while stock lasts unless otherwise specified by dtn either in Specific Rules or elsewhere. You acknowledge and agree that once GN coins are used to redeem vouchers or rewards, the action cannot be reversed.
- 8.8 In the event where the Order is canceled or refunded as permitted by Clause 6, we may retrieve the relevant GN Coins previously rewarded from the canceled Order from the User's account, without prior notice to the User.
- 8.9 The time period during which the User may exchange GN Coins for Vouchers and/or rewards may be specified or amended by us at any time.
- 8.10 Any missing GN Coin claims shall be made within 30 days of the date a qualified engagement activity has been successfully performed by the User.

9 USER CONDUCT

You agree that You are responsible for, without limitation, the following:

- (i) protecting the names and passwords of Your account on Gaming Nation and preventing and notifying Gaming Nation of unauthorized use of the Service(s) or Site;
- (ii) the lawfulness of Your acts and omissions;
- (iii) using the Service(s) and Site encryption feature, if and when made available to You, for any of Your data containing sensitive information;
- (iv) using the Service(s) and Site within the permitted scope and only in accordance with the numbers, types and identifiers of permitted users, applications, servers, devices,

- capacity and locations at or through which You are permitted to use the Service(s) and Site as set forth in the Terms; and
- (v) using the Service(s) and Site only in accordance with applicable documentation.

10 HYPERLINKS AND ADVERTISING

- 10.1 For your convenience, we may include hyperlinks to other websites or content on the Internet that are owned or operated by third parties. Such linked websites or content are not under our control and we are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk.
- 10.2 We may attach banners, java applets and/or such other materials to the Site for the purposes of advertising our or our Seller's Products. For the avoidance of doubt, you shall not be entitled to receive any payment, fee and/or commission in respect of any such advertising or other promotional materials.

11 SERVICE LEVEL AGREEMENT

- 11.1 While using Products bought from Gaming Nation, if the User faces any difficulties, the User shall raise the questions and request to the Seller. Under no circumstances Gaming Nation will be responsible for violation of any specific service level agreement between the User and the Seller.

12 PAYMENT

The payment and collection service is performed by third-party payment and collection service provider(s).

13 TAXES

All fees are exclusive of taxes, which we will charge as applicable. You are responsible for paying any governmental taxes imposed on Your use of the Gaming Nation, including, but not limited to, sales, use or value-added taxes, and all other similar charges (collectively, "Taxes").

14 OWNERSHIP

You acknowledge and agree that Gaming Nation and any and all related software used in connection with the Services contain proprietary and confidential information of the Gaming Nation and/or the Seller or other third parties that is protected by applicable intellectual property rights and other laws. As between Gaming Nation and You, all rights, title, and interest in and to

all intellectual property rights in the Gaming Nation Service(s) and Documentation are owned exclusively by Gaming Nation.

Except as expressly provided herein, Gaming Nation does not grant You (and Gaming Nation expressly reserves for ourselves and any of our licensors) any rights, expressed or implied, or ownership in the Gaming Nation Service(s) and Documentation. Gaming Nation shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate into Gaming Nation Service(s) and Documentation, any suggestions, enhancements, recommendations or other feedback provided by You relating to the Service(s) and Documentation.

15 WARRANTY DISCLAIMER

To the extent permitted by law, the Site and all services provided by Gaming Nation are provided to you "as is" and "as available" without warranty or condition of any kind, either express or implied, including, but not limited to, the implied warranties and conditions of merchantability, or non-infringement.

Gaming Nation makes no other representations, promises, warranties or understandings of any kind relating to the Site, services, including third party services, or content under this agreement. Gaming Nation shall not be liable to you, your customers or any third party for any claim or liability arising from or relating to your use of the intellectual property, the services, including third party services, the Site, or from the manufacture, use, importation or sale of the services, or for any claim for loss of profits, loss or interruption of business, or for indirect, special, exemplary, punitive, or consequential damages of any kind.

16 INDEMNITY

You agree to indemnify and hold dtn and its affiliates, officers, agents, and employees, agents and its third party suppliers, licensors and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, rising out of Your use or misuse of the Gaming Nation or any Application, Your violation of these Terms, or any breach of your representations, warranties, and covenants.

17 LIMITATION OF LIABILITY

You specifically acknowledge and agree that in no event shall dtn's total aggregate liability exceed the total amount paid by you for the particular services that are the subject of the cause of action. The foregoing limitation of liability shall apply to the fullest extent permitted by law, and shall survive any termination or expiration of this agreement or your use of this Site, the Gaming Nation or any apps purchased or acquired in Gaming Nation.

18 TERM AND TERMINATION

(a) **TERM AND TERMINATION:** This Agreement shall commence upon Your initial visit to the Site and will remain in force until Your use of the Site and Your Purchase Order has completed.

Gaming Nation reserves the right to make Your account expired after inactivity of at least 180 calendar days.

(b) **EFFECT OF TERMINATION OF SERVICE:** Upon expiration or other termination of the Service(s) for any reason as permitted in this Terms of Service, You must stop using, and Gaming Nation will stop providing, the terminated Service(s). In the event of such termination, DTN will not refund any prepaid fees for Products purchased and You will be responsible for payment. Gaming Nation may terminate this Agreement and any Service subscription at any time for any reason, or no reason, without providing any advance notice to You.

(c) **SURVIVAL:** Upon termination of Service(s) for any reason, You agree that You will immediately pay all amounts owed to Gaming Nation for Service(s). Any provision required by its construction or required for rights and obligations enforcement, shall survive termination, including, but not limited to, the payment provision, the indemnity provisions, limitations of liability and the survival terms and this Section 13 (Term and Termination).

19 ENFORCEABILITY

In the event that any provision of the Terms of Service shall be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render this Terms of Service unenforceable or invalid as a whole. dtn will amend or replace such provision with one that is valid and enforceable, and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision.