

LINKEETH Service Thailand Terms of Use

Chapter 1 General Provisions

(Application of Terms)

Article 1

1. The agreement between you (hereinafter referred to as the "Customer") and Mobile Innovation Co., Ltd. (hereinafter referred to as the "Company") regarding the LINKEETH Service (hereinafter referred to as the "Service," as described in Article 3) is governed by these terms of use (hereinafter referred to as the "Terms").
2. The Company may amend these Terms at its discretion in the following cases. In such cases, fees and other conditions for the provision of the Service will be governed by the Terms after the amendment.
 - (1) The amendment to these Terms is in the general interest of the Customer.
 - (2) If the amendment to these Terms is not contrary to the purpose of the contract and is reasonable in light of the necessity of the amendment, the appropriateness of the content after the amendment, the content of the amendment and other circumstances pertaining to the amendment.
3. When amending these Terms pursuant to the preceding paragraph, the Company shall inform the Customer of the amendment to the Terms, the content of the amended Terms and the effective date thereof, by posting them on the Company's official website (<https://www.mobileinnovation.asia/>) or by any other method deemed appropriate by the Company, prior to the effective date of the amendment as the Company deemed appropriate.

(Definitions of Terms)

Article 2

In these Terms, the following terms have the following meanings:

- (1) "Administrator ID" means a character string consisting of numbers and alphabets that the Company assigns to the Customer in order to identify the subscriber of the Services, and the use of the Services using the Administrator ID is deemed to be by the Customer itself.
- (2) "Location Terminal" means a compatible terminal specified by the company for Location Information that the Company lends or sells to the Customer for the Services.
- (3) "Location Information" means GPS location information about the approximate location of the Location Terminal, such as longitude, latitude, date and time.
- (4) "Location Terminal User" means the person carrying the Location Terminal.
- (5) "Location Subject" means the Location Terminal User and the passenger photographed by the Sub-camera.
- (6) "Server" means a server which stores Usage Data and which is managed and operated by NTT DOCOMO BUSINESS, Inc. incorporated and located in Japan. NTT Docomo Business manages and operates the Server on behalf of the Company with respect to the provision of the Service.
- (7) "Sub-camera" means the camera connected to the Terminal, in addition to the camera installed in the Terminal.
- (8) "Terminal" means the Location Terminal, and peripheral devices for these terminals, collectively.
- (9) "Usage Data" means the information as set forth in Paragraph 2 of Article 3 which will be transmitted to and stored on the Server in Japan periodically or whenever the Customer operates the Terminal.
- (10) "User Agreement" means the agreement between the Company and the Customer regarding the use of the Services, including the Terminal, and these Terms constitute the content of the User Agreement.
- (11) "User ID" means a character string consisting of numbers and alphabets that the Company assigns to the user of the Location Terminal set forth in Paragraph 2 of this Article, and the use of the Services using the User ID is deemed to be by the user himself/herself.
- (12) "User Manager" means the person authorized to manage and supervise the use of the Service within the Customer.

Chapter 2 Service Description

(Service Description)

Article 3

1. Details of the specifications of each service that constitutes the Service shall be described in the pages of each service on the product website (<https://www.mobileinnovation.asia/>) provided by the Company. Among the Services, the Company will provide the service specified by the Customer at the time of application.
2. When providing the Service, all or part of the following information (hereinafter referred to as "Usage Data") will be transmitted to and stored on the Server in Japan periodically or whenever the Customer operates the Terminal. The Usage Data differs depending on the service specified by the Customer when applying for the Service. In addition, the Usage Data is handled in accordance with the Personal Data Processing Addendum for LINKEETH Service Thailand (hereinafter referred to as the "Addendum"). The Addendum is incorporated in the Terms.
 - (1) Operation history of various functions operated by the Customer through the Service.
 - (2) Location information
 - (3) Information collected from the Terminal and images photographed or recorded by the Terminal (including face images, vehicle information such as license plates, voice of the Location Terminal User and the Location Subject, and measurement values of various sensors, and if the Customer submits an application form prescribed by the Company in which the Customer wishes to send images and videos taken by the Sub-camera to the Server, such images and videos are also included)
 - (4) Information related to vehicle driving conditions (including, but not limited to, sensor information, driving behavior information, traveling speed, traveling distance, and traveling time)
 - (5) Other information necessary for the provision of the Service
3. In accordance with the preceding paragraph, the Company provides the Service by using the Usage Data sent from the Customer to the Server.

(Provision of the Service)

Article 4

1. The Company provides the Service in Thailand by using a platform in Japan implemented to provide the Service. However, the Company cannot provide the Service outside the service area of the network service provided by the telecommunications carrier used by the Company or in a place where radio signals cannot be received. In addition, the accuracy of Location Information provided may be degraded or Location Information may not be provided depending on the GPS signal reception status.

2. The Company may use services provided by third parties to provide the Service. The details and precautions for use shall be described in the pages of each service specified in Article 3, Paragraph 1.

Chapter 3 Contract
(Unit of Contract)

Article 5

The Company provides the Service by issuing an Administrator ID to each Customer after concluding the User Agreement.

(Method of Contract Application)

Article 6

1. When the Customer applies for the Service, the Customer agrees that the terms and conditions set forth in these Terms constitute the agreement, and the Customer agrees to submit the application form prescribed by the Company.
2. When the Customer applies for the Service, the Customer is responsible for obtaining consent of the Location Terminal Users for collecting and using the personal information including the Location Information of the Location Terminal User by the Customer, the Company and third parties who process the personal information on behalf of the Company or use the Service or receive information disclosure through the Service in accordance with Article 20, Item 1 (if any) ("Third Parties").
3. In addition to the provisions of the preceding paragraph, if the Customer wishes to send images or videos taken by the Sub-camera to the Server and use them as Usage Data, the Customer shall obtain the consent of the Location Subject for collecting and using images or videos including the face images of the Location Subject by the Customer, the Company and Third Parties.
4. Documents such as the application form received by the Company in the preceding three paragraphs will not be returned to the Customer.

(Acceptance of Contract Application)

Article 7

1. If the Customer falls under any of the following items, the Company shall not accept the application.
 - (1) The corporation or other organization stated in the application does not exist.
 - (2) False or material omissions of information are found in the application for a contract.
 - (3) It is found that the use of the financial institution, etc. designated by the Customer is prohibited.
 - (4) It is found that the Customer has violated a previously concluded contract.
 - (5) The Customer is reasonably deemed to be a related party of the customer who has violated a previously concluded User Agreement.
 - (6) Other cases equivalent to the preceding items.

(Contract Period)

Article 8

Charges for the use of the Service will be stated separately in quotation. . The contract period commences from the start date of fee charges to the expiration date of the contract period requested by the Customer, unless otherwise terminated in accordance with these Terms.

(Transfer of Rights and Obligations)

Article 9

1. The Customer shall not transfer the rights and obligations related to the User Agreement for the Service to any third party without the Company's prior consent.
2. The Company may, upon prior notice to the Customer, transfer the interest under the User Agreement and the rights and obligations related to the User Agreement to the Company's affiliated companies or the companies involved in business transfer, merger or other organizational restructuring.

(Change of Customer's Name, etc.)

Article 10

1. If there is a change in the Customer's information (including name and address), the Customer by the User Manager must notify the Company promptly in writing.
2. The Company shall not be responsible for any loss or damage caused to the Customer due to failure to notify the changes in accordance with the preceding paragraph, such as failure to receive a notice from the Company.

(Cancellation/Cancellation Fees of the Customer's Contract)

Article 11

When the Customer intends to cancel the agreement, the Customer must submit a cancellation application form at least one month prior to the cancellation date. If the period from the billing start date to the contract cancellation date is less than one year, cancellation fees will be charged. Cancellation procedures and cancellation fees shall be subject to the LINKEETH Service Thailand Fee Regulations separately established by the Company (hereinafter referred to as the "Fee Regulations").

(Termination by the Company)

Article 12

1. If the Customer falls under any of the following items, the Company may immediately terminate the User Agreement upon delivery of termination notice to the Customer:
 - (1) If the User ID is being used by someone other than the Location Terminal User or if the Company determines that there is a possibility of unauthorized use of the User ID.
 - (2) If the Company determines that the confirmation of Location Information is being conducted illegally or that there is a possibility of illegal confirmation of Location Information.
 - (3) If it is found that the consent of the Location Terminal User and Location Subject has not been obtained.
 - (4) If it is found that any of the provisions of Article 7, Paragraph 2 apply.
 - (5) In other cases, if the Customer has violated the provisions set forth in these Terms or the provisions of the User Agreement.
2. If the provision of the Service is suspended pursuant to the provisions of Article 14, and the cause of the suspension remains unresolved for a reasonable period of time, the Company may immediately terminate the User Agreement upon delivery of termination notice to the Customer.
3. If the Customer has any unpaid usage fees or other monetary obligations at the time of termination of the User Agreement, the Customer shall forfeit the benefit of the due date for such obligations and shall immediately pay such amount.
4. If the Company terminates the User Agreement pursuant to this Article, the Customer shall pay to the Company any damages incurred by the Company.

Chapter 4 Discontinuance and suspension of the provision of the Service

(Discontinuance of the provision of the Service)

Article 13

1. The Company may discontinue the provision of the Service in the following cases:
 - (1) When it is unavoidable due to maintenance or construction of the facilities which are necessary to provide the Services.
 - (2) When it is unavoidable due to failure of the facilities which are necessary to provide the Services.
 - (3) When the Company reasonably determines that it is necessary to discontinue the provision of the Service

in whole or in part due to operational or technical reasons.

- (4) When the provision of the Service becomes difficult due to suspension of the provision of the telecommunications service by the telecommunications carrier or maintenance of the telecommunications facilities.
 - (5) When the provision of the Service becomes impossible due to an act of God, war, riot, insurrection, acts of terrorism, establishment or amendment or abolition of laws and regulations, orders or dispositions by public authorities, acts of conflict, shortage of electricity supply, accidents of transportation facilities or communication lines, or other reasons not attributable to the Company.
 - (6) In other cases, equivalent to the preceding items.
2. During the period of discontinuance of the provision of the Service as prescribed in the preceding paragraph, the Customer shall pay the prescribed usage fee in accordance with the Fee Regulations.
 3. When discontinuing the provision of the Service, the Company shall notify the Customer of such fact, reason and period in advance. However, this shall not apply in case of emergency.

(Suspension of the Provision of the Service)

Article 14

1. In the following cases, the Company may suspend the provision of the Service until the condition ceases. In this case, the Company shall be released from its obligation to provide the Service.
 - (1) When the Customer fails to pay the usage fee and other monetary obligations under these Terms or the User Agreement.
 - (2) When the Customer fails to ensure the normal operation of the Terminal causing an excessive load on the facilities and hindering the provision of the Service.
 - (3) In other cases, the Customer has violated the provisions set forth in these Terms or the provisions of the User Agreement.
2. For the period of suspension of the provision of the Service, the Customer shall pay the prescribed usage fee in accordance with the Fee Regulations.
3. When the provision of the Service is to be suspended, the Company shall notify the Customer to that effect, the reason and the period in advance. However, this does not apply in case of emergency.

Chapter 5 Fees (Fees, etc.)

Article 15

1. When using the Service, the Customer is obligated to pay the fees in accordance with the fee schedule and the Fee Regulations. The Fee Regulations are incorporated in the Terms.
2. If the Customer wishes to change the terms of use of the Service the Customer is using, the Customer is required to pay the change fee in accordance with the fee schedule and the Fee Regulations.

Chapter 6 Terminal (Terminal)

Article 16

1. The Company shall deliver the Terminal to the Customer at the delivery location and date set forth in User Agreement.
2. If during the test any part of the Terminal is found defective or otherwise not in conformity with the requirement of the above agreement, the Company shall forthwith correct the same and conduct the process in the preceding paragraph again.
- 3.

4. In the case where the Customer purchases the Terminal from the Company and uses the Service, title to the Terminal shall transfer from the Company to the Customer when the Customer has paid the Company the Usage Fees related to the Terminal in full. The risk of loss of the Terminal shall be borne by the Company until the time of Acceptance and shall transfer to the Customer thereupon. Provided, however, the Customer shall bear the risk of any loss of or damage to the Terminal that is caused due to reasons attributable to the Customer, even if such loss of or damage takes place before Acceptance.
5. Notwithstanding Paragraph 4 of this Article, in no event shall the title to the software installed or incorporated in the Terminal ("Software") transfer to the Customer, and the Customer may use Software only in accordance with the license conditions contained in Software or attached to the Terminal ("License Conditions").
6. Should any part of the Terminal become subject of any claim alleging infringement of a third party's intellectual property rights ("Intellectual Property Rights"), the Company shall provide Customer with the remedies obtained from the subcontractor that supplied the part of the Terminal in question. The foregoing states the Company's sole liability with respect to any infringement of the Intellectual Property Rights of third parties.

7. If any abnormality ("Abnormality") occurs in the Terminal, the Customer by the User Manager is required to request an inspection.

Upon the request in the preceding paragraph, the Company will promptly conduct an inspection and repair or replace it as necessary. If the cause is attributable to the Customer or the request in the preceding paragraph is made after the warranty period specified in User Agreement set forth in Paragraph 1 of this Article has expired, the Customer will be responsible for the replacement cost in accordance with the fee schedule.

8. THE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Should the Company be unable to rectify an Abnormality as described in the Paragraph 7 of this Article, the Company shall be liable to the Customer for the damage actually incurred by the Customer in relation to the Abnormality subject to the Paragraph 1 of Article 17.
10. Notwithstanding Paragraphs 7 through 9 of this Article, the warranty for Software shall be solely as expressly stated in License Conditions.

11. If the Customer loses a Terminal lent by the Company, the Customer must notify the Company immediately. In this case, the Customer is required to pay terminal compensation and a change fee in accordance with the fee schedule and the Fee Regulations.
12. If the Company dispatches a staff member to the site at the Customer's request, the Customer is required to bear the dispatch fee separately stipulated by the Company regardless of the cause of the failure.

Chapter 7 Damages (Limitation of Liability)

Article 17

1. In case the Company is liable for damages to the Customer in relation to the Service, the scope of the Company's liability to the Customer shall be limited to direct damages that would normally arise (excluding lost profits), and the maximum amount shall be the amount obtained by dividing the annual usage fee by 12.
2. The provisions of the preceding paragraph shall not apply if the Company causes damage to the Customer due to willful misconduct or gross negligence.

(Exclusion of liability)

Article 18

1. The Company shall not be liable for damages in the following cases.

- (1) If any damage is caused by special or additional service provision other than Article 3, performed by the Company at the request of the Customer or other service provision beyond the content of the Service.
 - (2) If any damage is caused by a third party's unauthorized use of login name, etc.
 - (3) If any damage is caused by the inability to check Location Information or other Usage Data due to the reason such as that the Terminal using the Service is out of range of radio signals, the power supply issues of the Terminal (including battery failure), malfunctions of the Terminal, defect in the installation of the Terminal or periodic maintenance.
 - (4) If any damage is caused to the Customer due to reasons set forth in Article 13 or Article 14.
 - (5) If any damage is caused due to the reduced accuracy of Location Information or other Usage Data due to GPS radio signal reception status, etc.
 - (6) If any damage is caused due to failures in communication lines, the Internet, computers (hardware and software) prepared by the Customer, etc.
2. If any damage is caused to the Customer due to willful misconduct or gross negligence of the Company, the provisions of the preceding paragraph shall not apply.

Chapter 8 Miscellaneous Provisions
(Change or Discontinuance of the Service)

Article 19

1. The Company may make additions, changes, revisions, etc. to the method of implementing the functions of the Service without notifying the Customer, and the details shall be promptly announced on the Company's official website, etc. notwithstanding the provisions of Article 1. The Company does not guarantee that all functions and performance of the Service before the change will be maintained by such additions, changes, revisions, etc.
2. In the event of force majeure, the Company may terminate the User Agreement in whole or in part and discontinue the Service in whole or in part. In such case, the Company will notify the Customer in advance.

(Customer's Obligations Related to Use)

Article 20

The Customer by the User Manager must comply with the following items.

- (1) The Customer shall be responsible for the management and use of the Service and shall not allow any third party to use the Service, or the information provided through the Service. If the following requirements are met, the Company may accept the use by a third party. In such case, the Customer shall be responsible for the actions of the third party. However, this shall not apply to cases where the Company has acted intentionally or with gross negligence.
 - (A) If the Company has approved in advance the method and content of disclosure to third parties.
 - (B) If the Customer agrees that the Company shall not be liable to the Customer in the event that a dispute arises between the Customer and a third party (such as compensation), and that the Customer shall hold the Company harmless in the event that a third party claims for damages against the Company.
- (2) To ensure the normal operation of the Terminal.
- (3) To use and store the Terminal lent by the Company in accordance with the instruction manual.
- (4) To obtain consent from Location Terminal User and Location Subject under the control of the User Manager for the provision of personal information stipulated in these Terms to the Customer, the Company and Third Parties.
- (5) To submit materials (official certificates, etc.) requested to the Customer during the contract period of the Service as deemed necessary by the Company.

- (6) To use the Service in compliance with the precautions specified by the Company.

(Return of the Terminal)

Article 21

1. In the case where the Customer receives the rental of the Terminal and uses the Service, and the User Agreement is terminated due to expiration or termination, the Terminal shall be returned within 14 days from the contract expiration or termination date. If the Terminal is not returned by the Customer, the Company may request the Customer to pay the prescribed amount.

(Prohibited Acts)

Article 22

When using the Service by the Customer, the Customer and persons under the management and supervision of the Customer (including but not limited to employees) shall not perform the following acts. In case of violation of this Article, the Company may terminate the User Agreement pursuant to the provisions of Article 12, Paragraph 1, Item 5.

- (1) The act of using the Service for a purpose other than the purpose of using the Service.
- (2) The act that causes or may cause disadvantage or damage to the Company and other third parties.
- (3) The act of falsifying, copying or transmitting information provided through the Service.
- (4) The act that violates or may violate the human rights of a third party.
- (5) The act that commits or may commit criminal acts or illegal acts.
- (6) The act that interferes or may interfere with the operation of the Service.
- (7) The act of allowing a third party to use the Service and the information provided through the Service. Provided, however, that this does not apply to cases where the Company has given consent in accordance with Article 20.
- (8) The act of profit-making activities through or in connection with the Service without the Company's approval.
- (9) The act of use or provision of harmful programs such as computer viruses in connection with the Service.
- (10) The act of using the Service beyond the scope of normal usage.
- (11) The act of impersonating another customer to use the Service.
- (12) The act of directly or indirectly causing or facilitating any of the acts listed in the preceding items.
- (13) The act of attempting any of the acts listed in the preceding items.
- (14) Other acts that violate or may violate laws and regulations or public order and morals.
- (15) Other acts are equivalent to the preceding items.

(Personal information of customers, etc.)

Article 23

1. The Company will not provide or disclose personal information (hereinafter referred to as "Personal Information") including the Location Information of the Customer, the Customer's officers, employees, and other related parties (including Location Subject) collected through the Services to third parties without the Customer's consent except for the following cases.
 - (1) When the Company allows a third party to use the Services or the information provided through the Services in accordance with Article 20, Item 1.
 - (2) When disclosure is required by laws and regulations or legal procedures.

- (3) When it is necessary to protect the Company's rights or property, and it is difficult to obtain the consent of the data subject.
 - (4) When it is necessary to protect the Company's customers or public safety, and it is difficult to obtain the consent of the data subject.
2. Notwithstanding the provisions of the preceding paragraph, when the Company considers that it is necessary for reasonable purposes to maintain the Services or when the Company analyzes images and other Usage Data acquired through the Services, the Company will provide Personal Information to outsourcers and use Personal Information for such purposes.
3. The handling of Personal Information by the Company shall be subject to the provisions of these Terms, Addendum and the Privacy Policy (<https://www.mobileinnovation.asia/privacypolicy/>) on the Company's official website.

(Use of Anonymously Processed Information)

Article 24

1. The Company may store the Usage Data sent to the Server through the provision of the Services in the Server, process it into information that cannot be identified by Customers, recipients of Location Information and Terminals (hereinafter referred to as "Anonymously Processed Information") provided that the anonymization process is in accordance with the criteria and procedures prescribed by the applicable law, and use it for the following purposes.
 - (1) For the provision and operation of the Services.
 - (2) To evaluate the effectiveness of each function of the Service, improve functions, and improve the quality of the Service.
 - (3) To measure and respond to the usage status of the Service.
 - (4) To detect and improve failures of the Service and terminals using the Service, and to investigate and respond to failures and malfunctions of the Service.
 - (5) To develop, improve functions, and improve the quality of software and services provided by the Company other than the Service by using technology related to the Service.
 - (6) To demonstrate for the purpose of introducing the Service, etc.
 - (7) To develop, market, and sell new services, and to conduct statistical surveys and analyses for this purpose.
2. The Company may disclose or provide Anonymously Processed Information to third parties for the purposes set forth in the preceding paragraph, with or without compensation (including uploading Anonymously Processed Information to a server, sending it as an attachment to an electronic mail, storing it on an external recording medium, or making a hard copy of it and delivering or mailing it to a third party).
3. Information related to the production and provision of Anonymously Processed Information by the Company to

third parties will be published on the Company's official website (<https://www.mobileinnovation.asia/>).

(Outsourcing to the Company's affiliated companies, etc.)

Article 25

The Company may, at its own responsibility, outsource all or part of the Company's operations stipulated in the User Agreement to the Company's affiliated companies or other third parties.

(Notices)

Article 26

Notices related to the Services and other notices provided for in these Terms shall be made by e-mail or other means provided by the Company. Notices shall become effective when sent by the Company.

(Elimination of Anti-Social Forces)

Article 27

1. The Customer and the Company guarantee that they will not either by themselves or a third party to conduct any of the following acts:
 - (1) Violent demands.
 - (2) Unreasonable demands beyond legal responsibility.
 - (3) Threatening words or deeds or using violence in connection with transactions.
 - (4) Damaging the reputation of the counterparty or interfering with the business of the counterparty by spreading rumors, using fraudulent means or using force.
 - (5) Other acts equivalent to the preceding items.

(Severability)

Article 28

If any provision of these Terms or any part thereof is found to be illegal or invalid or unenforceable under the Thai Civil and Commercial Code or other laws and regulations of Thailand, the remaining provisions of these Terms and any part thereof which is legal or valid or enforceable shall remain in full force and effect.

(Governing Law)

Article 29

These Terms shall be construed in accordance with the laws of Thailand.

(Non-provisions)

Article 30

Any matter not stipulated in these Terms shall be resolved in good faith through mutual consultation in accordance with the Thai Civil and Commercial Code or other laws and regulations of Thailand, the principle of good faith and custom.

(Effective Date)

These Terms will be enforced from November 22, 2024.

LINKEETH Service Thailand Fee Regulations

Mobile Innovation Co., Ltd. (the "Company") has determined the usage fees for the LINKEETH Service Thailand (the "Service") as follows.

1. Amount of usage fees

The usage fees for this Service (the "Usage Fees") are as stated in the fee schedule separately provided by the Company (the "Fee Schedule").

2. Agreement on calculation of Usage

- (1) The end of each month is the billing closing date, and the Usage Fees are calculated on a monthly basis from the first day of each month to the last day of the month. If the delivery date of the Terminal and documents sent by the Company falls within a calendar month, the fee calculation will be made from the first day of the following calendar month.
- (2) The Usage Fees for the month in which the User Agreement is terminated are considered to have been provided for the entire month of the termination month and will not be prorated.
- (3) In the event that the provision of the Service is discontinued pursuant to the provisions of Article 13(4)-(5) of the "LINKEETH Service Thailand Terms of Use" (hereinafter referred to as the "Terms of Use"), the Usage Fees during the period of discontinuance will be treated as if the Service was provided.
- (4) In accordance with the provisions of Article 14 of the Terms of Use, the Customer shall pay the prescribed Usage Fees for the period during which the provision of the Service is suspended due to reasons attributable to the Customer.
- (5) VAT shall be the amount calculated by multiplying the amount of the Usage Fee.

3. Method of payment of the usage fee, etc.

It will be described in the quotation/invoice provided by the Company to the Customer.

4. Delay in Payment

If payment of usage fees, etc. is delayed, the following shall apply.

(1) When using an account transfer

If payment cannot be confirmed due to the withdrawal result from the collection agency, the Customer shall immediately pay the unpaid usage fees, etc. by the method designated by the Company. If the contact information notified to the Company cannot be contacted or if payment is not confirmed by the specified date, the Company shall temporarily suspend the provision of the Service in accordance with Article 14 of the Terms of Use. In addition, if the Company cancels the User

Agreement pursuant to the provisions of Article 12, Paragraph 2 of the Terms of Use after the suspension of the provision of the Service, the Company shall not conclude a new user agreement unless the overdue payment of the usage fees, etc. have been paid in full.

(2) When using invoice payment

If the payment is not confirmed by the designated payment date, the Company will immediately demand payment from the Customer. If the contact information notified to the Company cannot be contacted or if the payment is not confirmed by the specified date, the Company shall temporarily suspend the provision of the Service in accordance with Article 14 of the Terms of Use. In addition, if the Company terminates the User Agreement pursuant to the provisions of Article 12, Paragraph 2 of the Terms of Use after the suspension of the provision of the Service, the Company shall not conclude a new user agreement unless the overdue payment of the usage fees, etc. have been paid in full.

(3) Overdue interest

In any case, if there is a delay in payment of the usage fees, etc., the Customer shall pay overdue damages at the rate of 5% per annum for the number of days from the day following the due date until the payment date.

5. Cancellation charge

If the Customer cancels the User Agreement during the contract period due to his/her own reasons, the following cancellation charge shall be incurred.

- (1) When the Customer intends to cancel the contract, the Customer shall submit the prescribed documents to the Company. As a general rule, the contract cancellation date shall be the desired date for cancellation designated by the Customer in the document (However, if it becomes necessary to change the contract cancellation date, the Company will notify the Customer), and the Customer shall return the Terminal to the Company in accordance with the instructions of the Company after the contract cancellation.
- (2) In the case of cancelling the User Agreement before the expiration of the contract period applied by the Customer, if the period from the billing start date to the contract cancellation date is less than one year, the difference between the total amount of the Usage Fees for a one-year contract and the total amount of the Usage Fees already paid shall be charged as a cancellation fee.
- (3) If the User Agreement is made by purchase of the Terminal, the Terminal shall remain in the possession of the Customer after the cancellation administrative procedure is completed.

(Effective Date)

This regulation will come into effect on November 22, 2024.

Personal Data Processing Addendum for LINKEETH Service Thailand

Privacy Policy – Mobile Innovation Company Limited and Subsidiary Companies

Mobile Innovation Company Limited and Subsidiary Companies (“Company”) suggest our Customer to understand this Privacy Policy (“Policy”) due to this policy is prescribed the process of data collection, storage, usage and disclosure including other rights of Customer (“Data Subject”). To let you acknowledge Company privacy policy, Company would like to announce the Policy as followings:

1. Personal Data

“Personal Data” means any information pertaining to a Data Subject, which enables the identification of Data Subject, whether direct or indirect.

2. Data collection and storage restriction

Data collection and storage under this Policy will be conducted within the purpose, scope, and lawful methods as necessary for the scopes of service, or other services provided by electronic means within Company’s scope of service only. Accordingly, Company will inform Data Subject to acknowledge and give us consent through electronic or other methods as specified by the Company.

Company may collect personal data relating to Data Subject preference or subscribed service which may consist of racial, religious or philosophical beliefs, health information, biological information, disabilities, heredity information or other information. However, Company shall request consent from Data Subject before collection except that;

- 2.1. It is in compliance with a legal obligation such as Personal Data Protection Act., Electronic Transaction Act., Telecommunication Business Act., Anti-Money Laundering Act., Civil and Commercial Code, Criminal Code, Civil and Commercial Procedure Code, and Criminal Procedure Code;
- 2.2. It is for the purpose for investigation of the inquiry authorities or adjudication of a competent court;
- 2.3. It is for Data Subject’s benefit, and the consent cannot be made at that time;
- 2.4. It is for the necessity purpose of the legitimate interests pursued by the Company or personnel or other juristic person which is not related to the Company;
- 2.5. it is necessary to prevent or to avoid danger to a person’s life, body or health;
- 2.6. it is necessary for the performance of a contract to which the Data Subject is a party or in order to proceed as requested by the Data Subject prior to entering into a contract; or
- 2.7. it is for achieving the purposes in the making of history documents or annals for public interest or for study, research, statistical purposes under appropriate protection measures.

3. Measures to secure Personal Data

- 3.1. The Company recognizes the importance of maintaining the security of Data Subject personal data. Therefore, the Company has established measures to maintain the security of personal data appropriately and consistency and make Data Subject’s personal data confidential to prevent loss, access, destruction, use, conversion, modify or disclosure of personal data without rights or unlawful in accordance with the Company Information Security Policy.
- 3.2. Any personal data that the Company received from Data Subject such as name, residential address, contact number, identification number, financial information which is complete and up-to-date relating to an identified or identifiable of Data Subject will be used in accordance with the objectives of the Company only. The Company will carry out appropriate measures to prevent personal data from being used without permission.

4. Purpose of Collecting, Storing and Use Personal Data

The Company shall collect, store, use of Data Subject’s Personal Data for the purpose to give you service, including activity which Data Subject interesting in relating to telecommunication service, Fleet management service broadcasting service (Short Message), or other services, digital service, marketing research and survey, promotional activities, providing privilege based on Data Subject’s preferences or data

analysis, demonstration in order to offer goods or services of Company and/or a person who is a distributor, agent, or the person who related thereof, and/or other person, or legal obligations or regulation to which the Company is subject whether present or in the future, including consent to the Company to send, transfer and/or disclose personal data to Company business group, business alliance, any agency, organization or juristic person who has a contract or a legal relationship with the Company and/or Cloud Computing Service Provider by allowing the Company to send, transfer and/or disclose such information through domestically and internationally. The Company shall retain Data Subject' Personal Data as long as necessary only for the above-mentioned purposes, where the Data Receiver or Data processor is also obligated by law to retain Personal Data as well. If there is a later update in the purpose of collecting Personal Data, the Company will inform the Data Subject.

5. Restriction of Use and/or Disclose Personal Data

- 5.1. The Company will use or disclose Data Subject personal data in accordance with the consent of the Data Subject, and will be solely used accordingly to the Company's purpose in order to collect and storage only. The Company will supervise its employees, officers or operating staffs from using and/or disclosing Data Subject's personal data in any way other than the purpose of service or to a third party except:
- 5.1.1. it is in compliance with a legal obligation such as Personal Data Protection Act., Electronic Transaction Act., Telecommunication Business Act., Anti-Money Laundering Act., Civil and Commercial Act., Criminal Act., Civil and Commercial Procedure Act., and Criminal Procedure Act.;
- 5.1.2. it is for the purpose for investigation of the inquiry authorities or adjudication of a competent court;
- 5.1.3. for Data Subject's benefit, and the consent cannot be made at that time;
- 5.1.4. it is for the necessity purpose of the legitimate interests pursued by the Company or personnel or other juristic person which is not related to the Company;
- 5.1.5. it is necessary to prevent or to avoid danger to a person's life, body or health;
- 5.1.6. it is necessary for the performance of a contract to which the Data Subject is a party or in order to proceed as requested by the Data Subject prior to entering into a contract; or
- 5.1.7. it is for achieving the purposes in the making of history documents or annals for public interest or for study, research, statistical purposes under appropriate protection measures.
- 5.2. The Company may use third party IT Service providers in order to retain personal data, which such Service provider must have security measures by prohibiting the collection, use or disclosure of personal data other than those specified by the Company.

6. Right of Data Subject.

- 6.1. Data Subject may request to access or to receive the copy of its Personal Data such as copy of invoice in accordance with the requirements and methods set by the Company at Mobile Innovation Company Limited or request Company to provide the acquisition of Personal Data. However, the Company may deny such right subject to exception by applicable laws or Court order.
- 6.2. Data Subject may request the Company to correct or change its Personal Data that is not correct or inaccurate in order to keep such data up-to-date.
- 6.3. Data Subject may request the Company delete or destroy such Personal Data, except in the case that the company must comply with the relevant laws for the preservation of such personal data.

7. Disclosure of Operations, Practices and Policies with respect to Personal Data.

The Company has complied with laws, including the Notification of the National Telecommunications Commission on Measures for Protection of Telecommunications Service Users' Rights Related to Personal Information, Privacy Rights and Freedom to Communicate by Means of Telecommunications, and other applicable privacy laws, as well as publish a NBTC Privacy Guideline on the Company's website.

8. Portability for the transmission or transfer of Personal Data to foreign countries or international organizations

- 8.1 The Parties shall not transmit or transfer Personal Data to foreign countries or international organizations unless the Processing of Personal Data is necessary in accordance with Article 8.3 and the written consent is obtained by the Customer. However, portability for the transmission or transfer of Personal Data to foreign countries or international organizations shall be subject to the conditions set forth in these Articles.
- 8.2 In providing the Service, all or part of the following information (hereinafter referred to as "Usage Data") will be transmitted to and stored on the Server in Japan periodically or whenever the Customer or the Data Subject operates the Terminal (as defined in the User Agreement). The Usage Data differs depending on the service specified by the Customer when applying for the service.
- (1) Operation history of various functions operated by the Customer and the Data Subject through the Service, etc.

(2) Location Information

- (3) Information collected from the Terminal (as defined in the User Agreement), and images photographed and recorded by the Terminal (including face images, vehicle information such as license numbers, voice of Location Subjects, and measurement values of various sensors, and if the Customer submits an application form prescribed by the Company in which the Customer wishes to send the images and videos taken by the sub-camera to the Server, such images and videos are also included.)
- (4) Information related to vehicle driving conditions (including, but not limited to, sensor information, driving behavior information, traveling speed, traveling distance, and traveling time.)
- (5) Other information necessary for the provision of the Service.

8.3 The Personal Data of the drivers of the Customer's vehicles (including the Location Information of Location Terminal User and Location Subjects) shall be collected and used by the Customer who has applied to use the Service. In using the Service, the Customer agrees to use the Service only after obtaining the following consent of the Data Subject: "Personal Data of the Data Subject shall be transferred across the border to the Server in Japan and used by the Company and the Sub-Data Processors within the scope stated in the Terms of Use for the LINKEETH Service Thailand."

9. Data Protection Officer

The Company has undertaken the Personal Data Protection Act. B.E. 2562 by appointing the Data Protection Officer (DPO) to monitor the operation of the Company with respect to the collect, use and disclose Personal Data in accordance with the Personal Data Protection Act B.E. 2562, including relevant personal data protection laws. In addition, the Company has rules and regulations to regulate the related parties to undertake their duties in accordance with the Privacy Policy and in line with the policy of the Personal Data Protection as specified by the Company.

10. Contact Information

Data Protection Officer (DPO)

Mobile Innovation Company Limited

128/224, 227 – 230 Phayathai Plaza Building, Phayathai Road, Thung Phaya Thai, Ratchathewi, Bangkok 10400

Email: dpo-mi@mobileinnovation.co.th

Tel. 02 129 3800 Ext. 444, 555, 560