



## Terms and Conditions

This Terms and Conditions statement explains rules between Payee (Merchant) and Element Payment Solutions [elementpay.io](https://elementpay.io) (the "EPS"). By accessing this web site, you are agreeing to be bound by these web site Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site.

1. The recipient of payments via EPS service can be only a company.
2. Any information provided by the merchant must be accurate, complete and true.
3. Enrollment in the service means consent to displaying information about the merchant at [elementpay.io](https://elementpay.io).
4. List of products / services listed in the application for registration of the payee in the system EPS, must comply with goods / services listed on the site.
5. Merchant's information must be available to customers without their registration, including (obligatory):
  - phone number
  - email address
  - location and country
  - description of goods and or services offered
  - shipment policy
  - cancellation and return policy and/or service policy
6. Mandatory availability descriptions of available payment methods, order and payment process.
7. Merchant website must have static IP address. It can be hosted with a paid hosting service, in a proprietary or rented data center (collocation) or in a server facility at the webstore's physical location.
8. Activities, the contents of the online trading platform and the products and services offered must not contradict the law and should not harm the image of the company EPS. In the event that there are any losses and/or damages incurred to the EPS by the Payee, the Payee shall be responsible to the EPS for those losses and/or damages and/or any expenditure that has been incurred by the EPS. The Payee shall strictly verify compliance with the above standards of public morality, custom, laws, government regulations and vis-à-vis image.
9. It is prohibited for the payee to operate the following business activities and to sell the goods (to provide the services) listed below:
  - Goods which are prohibited to be traded or sent. These include: weapons, ammunition supplies and self-protection means, fire arms or cold arms replicas.
  - Narcotic and similar substances and plants, ingredients thereof or any means for their production, as well as descriptions of such substances manufacturing methods.
  - Prescription only pharmaceutical and medicine drugs as well as the raw materials and instructions for production thereof, or those to be subject to export.

- State award or distinctive emblems.
- Government documents.
- Government authorities' uniform.
- Credentials and licenses.
- Special purpose items related to the police and law enforcement.
- Electronic equipment prohibited in the territory of the Kingdom of Thailand or of the purchaser's country of location.
- Lock snapping or breaking devices.
- Information containing personal data or data appropriate for carrying out illegal activities (spam mailing, etc.).
- Financial pyramids and matrices, "business packages".
- Things or services breaching public moral norms (including, but not limited to the following: pornographic products or any pornography containing information, memorable Nazi items, "escort services", prostitution).
- Gambling terminal stations.
- Any items initially bearing production numbers which were deleted later.
- Items of intellectual property with no authors' permission.
- Malicious software.
- Goods or services which directly or indirectly force to unlawful actions (those promoting social, race, religious or international discord; containing terror or harm propaganda).
- Forged or infringing goods.
- Items and equipment designated to use unauthorized copyright items (including, but not limited to the following: electronic device components or software designed for deprotection of copyright or regional limitations).
- Hazardous goods (including, but not limited to the following: those containing explosive, toxic, poisonous and radioactive materials).
- Human organs and remains.
- Auctions and trading systems providing for the activities which exclude transfer of goods, services or any other products with the user value (including the "penny auctions", etc.)
- Financial or payment instruments the accounting systems of which fail to ensure a holder's proper identification for the purposes of counteracting illegal trade, financial fraud and money laundry.
- History and art objects constituting cultural values of the country where a customer is located.
- Second hand cosmetics.
- Counterfeit banknotes, fraudulent stamps, etc.



**10.** In the event that the payee 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 Payee 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 the Law prohibits in the future shall be cause for the EPS to terminate this Payee Agreement under Payee Agreement shall be automatically cease.

**11.** If the activity of an online store is subject to licensing or for the products require additional permissions - must confirm the existence of a license for a specific activity or authorization by placing information (text or graphics) on the site.

**12.** Information about payment processing via EPS service must be made available to customers without their registration with the merchant, including description of payment process, delay between payment and order delivery, as well as hyperlink <https://elementpay.io> and EPS logo.

The above requirements are mandatory, but do not guarantee a connection the Payee Internet resource to the payment services EPS.

Element Payment Solutions reserves the right to decline the agreement with merchant without giving reasons.

The aforesaid terms of use may be changed at any time in the future without notice. Full version of the requirements for the Payee provided in the preparation of documents for the signing of the agreement for the use of the payment service EPS.

By accessing the EPS site or services, you are consenting to the information collection and use practices described in [privacy statement](#).

These rules are common and do not constitute an offer.

### Contact Information

Any suggestions, questions, complaints, or other inquiries must be submitted to:

#### Element Payment Solutions (Thailand)

Reg Number: 0105561052224

Address:

No. 9, G Tower Building, Room GN 01, Floor 28, Rama 9 Road

Huai Khwang

Bangkok 10310

Thailand

Email us: [info@elementpay.io](mailto:info@elementpay.io)