

Terms and Conditions

These Terms and Conditions govern transactions by which Customer acquires Products and Services (including, without limitation, customized development and support, business consulting, and maintenance Services) from SafeComs (Business Registration (TAX) ID: 0-1055-48028-21-8)

PRIVACY STATEMENT

SafeComs is committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual Customers. We constantly review our systems and data to ensure the best possible service to our Customers.

CONFIDENTIALLY

We are registered under the Data Protection Act 1998 and as such, any information concerning the Customer and their respective Customer Records are regarded as confidential and therefore will not be divulged to any third party, other than if legally required to do so to the appropriate authorities. Customers have the right to request sight of, and copies of any and all Customer Records we keep, on the proviso that we are given reasonable notice of such a request. Customers are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Customers with appropriate written information, hand-outs or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail.

1. DEFINITIONS

“SafeComs” means SafeComs Network Security Solution Co., Ltd. selling products to the Customer as identified in SafeComs’ quotations or invoice.

“Customer” means the person or legal entity identified in SafeComs’ quotation or invoice.

“Contract” means a contract for sale by SafeComs to the Customer for the products and/or services incorporating the Terms and Conditions.

“SafeComs-branded” means computer hardware, software and service products that are marked with “SafeComs” or “Peppercan” brand, including all standard components thereof.

“Order Confirmation” means formal acknowledgement of Product ordered by Customer, sent by SafeComs.

“Price” means the price as per SafeComs Quotation and Order Confirmation and the latter shall have precedence.

“Product” means the product as described in Quotation, Order Confirmation and attached documents referred to and may include SafeComs-branded products, third party products and Service Offerings.

“Service Offering” means the different service options offered by SafeComs and described in Quotation, Order Confirmation and attached documents referred to.

“Third Party Products” means products other than SafeComs-branded.

2. FORMATION OF CONTRACT

No contract shall come into existence until the Customer’s order has been accepted by SafeComs. The Customer warrants that the contracts purpose is for internal use only and not for re-sale.

3. ACCEPTANCE OF TERMS

Customer accepts the terms in Attachments and Transaction Documents by I) signing them (by hand or electronically), II) using the Product or Service, or allowing others to do so, or III) making any payment for the Product or Service.

A Product or Service becomes subject to these Terms and Conditions when SafeComs accepts

Customer’s order by I) sending Customer a Transaction Document, II) shipping hardware or making the Software available to Customer, or III) providing the Service.

Any Attachment or Transaction Document will be signed by both parties if requested by either party. In entering into an Agreement, subject to these Terms and Conditions including the Transaction Document and each Attachment neither party is relying on any representation that is not specified in the Agreement. Additional or different terms in any written communication from Customer (such as a purchase order) are void. Customer accepts, on behalf of its Enterprise, the terms of these Terms and Conditions by accepting a Transaction Document or Attachment that incorporates these Terms and Conditions by reference. Once accepted, I) any reproduction of these Terms and Conditions, an Attachment, or Transaction Document made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original and II) all Products and Services ordered under the Agreement are subject to it.

4. ORDERS, PRICE AND PAYMENT

4.1. Unless credit terms have been expressly agreed by Safecom, payment for the Products or services shall be made in full before physical delivery of Products or services.

4.2. Customer shall pay for all shipping and handling charges.

4.3. Customer shall bear all country, provincial, government, state and local sales, use, goods and services, value added, excise, privilege and similar levies/taxes.

4.4. Time for payment is of the essence. Safecom reserves the right to charge interest at the rate of 18% per annum on sums overdue.

5. WORK BEYOND SCOPE

5.1 Unless not defined otherwise SafeComs will present a concept to the Customer in order to define how SafeComs will provide the specified product or service. This concept may be revised on Customer request for a defined number of times. SafeComs reserves the right to charge additionally

for excess of the specified number of revisions of the concept. All requests will underlie the change management process as defined in this document.

5.2 Any disagreement over deliverables not specifically covered within the contract shall be settled by the parties through negotiations based on the good faith principle to solve the matter to the mutual satisfaction of both parties. Any such negotiations shall be agreed in accordance with the Thai laws and regulations currently in force.

5.3 If the issue fails to settle through negotiation, either Party may submit such matter to an arbitration committee which consists of 3 independent, mutually selected individuals who will judge the issue.

6. CHANGE MANAGEMENT

Changes requested by any party will underlie a change management process. In this process SafeComs will analyze the feasibility of the change and the implications on the timeline and costs which can lead to additional charges presented in a quotation by SafeComs. After the new quotation is signed by the client or the new changes are accepted by client and SafeComs without quotation, the requested changes shall become part of the specification. The updated specification shall be provided to all parties.

7. COMPLETION OF SERVICE OR PRODUCT

The Customer has the responsibility to review all work delivered by SafeComs within 10 business days and to give either the final approval or a claim if the delivered product or service is not as agreed in the quotation and specification. The claim needs to be qualified with given reason and detail. If no final approval will be granted or claim, which prevents the Customer to use the product or service, will be raised by the Customer within 10 business days, the delivery by SafeComs will be considered as completed. The Customer shall not be entitled to withhold payment of all or part of the outstanding sum, whilst any claim is being investigated by SafeComs.

8. CANCELLATION OF PROJECT

In the event the Customer cancels the contract prior to completion, the Customer shall pay SafeComs for I) all work performed up to the date of termination; II) all outside expenses and commitments with third parties that have been incurred and cannot be cancelled; and, III) a cancellation fee equal to 50% of the remaining fees that would have been paid in case of a successful project completion. The date of termination will be the day of notice if the notice was made on a business day between 8am and 6pm, otherwise the following working day.

9. AUTORENEW AND CANCELLATION OF SERVICE CONTRACT

All annual contracts for monthly services by our Engineers and all automated monthly services are subscribed for a minimum of 12 months from the date of initial installation, and will auto renew at the end of the period for the same duration unless cancelled 2 months before their renewal date. Cancellation before the end of the contract can only be done after a 3 month notice period and will automatically incur a penalty of 2 months of service.

10. DELIVERY

10.1. SafeComs shall deliver the Products to the place of delivery designated by Customer and agreed to by SafeComs ("Place of Delivery").

10.2. SafeComs may, at its discretion, deliver the products by installments in any sequence. Where the Products are so delivered by installments, each installment shall be deemed to be the subject of a separate contract and no default or failure by SafeComs in respect of any one or more installments shall vitiate the Contract in respect of Products previously delivered or undelivered Products.

10.3. Any dates quoted by SafeComs for the delivery of the Products are approximate only and shall not form part of the Contract. SafeComs shall not be liable for any delay in delivery of the Products and/or services, howsoever caused.

10.4. SafeComs may revise and/or discontinue products at any time without notice as part of SafeComs' policy of on-going product up-date and revision. Revised or updated products will have the functionality and performance of the Products ordered. The Customer accepts that SafeComs' policy may result in differences between the specification of products delivered to the Customer and the specification of Products ordered.

11. TITLE AND RISK

Title to and risk in the Products shall pass to the Customer upon delivery of the Products to Customer. Title to those Products, which are software, shall remain with the applicable licensor(s) at all times.

12. SOFTWARE

12.1. All software provided is subject to the terms and conditions of the license agreement relating to that software. Customer acknowledges its obligations to abide by such license agreements. Customer acknowledges that SafeComs does not warrant any software under these Terms and Conditions. All software is warranted in accordance with the license agreement that governs its use.

12.2. All rights, title or interest in respect of the intellectual property rights in the software remain with SafeComs or the licensor of the software at all times.

13. WARRANTY

13.1. Unless specified otherwise, SafeComs warrants to the Customer that SafeComs branded Products will from invoice date be free from defects in materials and workmanship affecting normal use for a period of one year or such other period as may be set out in SafeComs' invoice. ("Standard Warranty" And "Relevant Warranty" period as appropriate).

13.2. This Standard Warranty does not cover damage, fault, failure or malfunction due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by SafeComs, usage and/or storage and/or installation not in accordance with Product instructions, failure to perform required preventive maintenance, normal wear and tear, fire, flood, war, act of violence or any similar occurrence; Products with missing or altered Service Tags or serial numbers; any attempt by any person other than SafeComs personnel or any person authorized by SafeComs,

to adjust, repair or support the Products and problems caused by use of parts and components not supplied by SafeComs. The Standard Warranty or Relevant Warranty does not cover any items that are in one or more of the following categories: software; external devices; accessories or parts added to the Product after the Product is shipped from SafeComs.

13.3. Subject to Service and Technical Support clause below, during the Standard Warranty or Relevant Warranty period as the case may be and beginning on the invoice date, SafeComs will repair or replace SafeComs-branded Products returned to SafeComs' facility. Customer must prepay shipping and transportation charges, and insure the shipment or accept the risk of loss or damage during such shipment and transportation. SafeComs will ship the repaired or replacement Products to Customer freight prepaid.

13.4. SafeComs does not give any warranty that the Products are fit for any particular purpose and this Standard Warranty or Relevant Warranty is given in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, trade usage, course of dealing or otherwise including warranties or conditions of merchantability, fitness for purpose, satisfactory quality and/or compliance with description, all of which are hereby excluded to the fullest extent permitted by law.

13.5. The Customer agrees that, in relation to Third Party Products purchased through SafeComs, where such of the Products are covered by a relevant manufacturer's warranty, then the Standard Warranty shall not extend to such Products and such manufacturer's warranty shall be the sole warranty in respect of such Products. The Customer shall utilize that warranty for the support of such Products and in any event not look to SafeComs but shall look to the relevant manufacturer for such warranty support.

14. SERVICE AND TECHNICAL SUPPORT

In respect of SafeComs-branded Products SafeComs will provide general service and technical support to Customer in accordance with the then-current service and technical support policies in effect. Service and support offerings may vary from product to product. If Customer purchases optional services and support as listed on SafeComs' invoice, SafeComs will provide the optional service and support to Customer in accordance with the then-current terms and conditions in the optional service contract between SafeComs and Customer (available via the Internet on SafeComs' Web site at <http://www.safecom.com/legal/tnc.pdf> or upon request) in addition to the Standard Warranty or Relevant Warranty. SafeComs may, at its discretion, revise its general and optional service and support programs and the terms and conditions that govern them. SafeComs has no obligation to provide service or support until SafeComs has received full payment for the Product or service/support contract for which service or support is requested.

15. LIABILITY

15.1. SafeComs shall not be liable in contract or in tort for any loss or damage suffered and consumer rights are limited to those set out in these Terms and Conditions and under statute.

15.2. To the extent permitted by law and subject to clause 10.6, SafeComs' total liability herein in respect of each event or series of connected events shall not exceed the amount invoiced for the applicable Products and/or services under the Contract.

15.3. The Customer shall indemnify SafeComs and keep SafeComs fully and effectively indemnified against any loss of or damage to any property or injury to or death of any persons caused by any negligent act or omission or willful misconduct of the Customer, its employees, agents or sub-contractors or by any breach of its contractual obligations arising out of these Terms and Conditions.

15.4. To the extent permitted by law, SafeComs and Customer agree that SafeComs will not be liable for Products not being available for use, or for data or software which is lost, corrupted, deleted or altered. Any service response times stated by SafeComs in service contracts are approximate only. SafeComs shall not be liable to the Customer for any a) incidental, indirect, special or consequential damages, b) loss of opportunity, c) loss of revenue, d) loss of profit or anticipated profit, e) loss of business f) loss of contracts, g) loss of goodwill, h) loss arising out of business interruption, i) loss arising out of or in connection with pollution or contamination, all arising out of or in connection with the purchase, use or performance of Products or services, even if SafeComs has been advised of their possibility.

15.5. To the extent permitted by law, any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance of offer, invoice or other documents or information issued by SafeComs shall be subject to correction without any liability on the part of SafeComs.

15.6. Where under any applicable law, implied conditions and warranties cannot be excluded, SafeComs' liability for breach of such conditions and warranties shall be limited, at SafeComs' option, to:

(a) in the case of Products, the replacement of the Products or the supply of equivalent Products; the repair of such Products; the payment of the cost of replacing the Products or of acquiring equivalent Products; or the payment of the cost of having the Products repaired; OR

(b) in the case of services, the supplying of services again; or the payment of the cost of having services supplied again.

16. FORCE MAJEURE

16.1 Neither party shall be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of the party so delaying, and such party shall be entitled to a reasonable extension of time for the performance of such obligations.

16.2 The Party who claims the force majeure event shall inform the other Party of such event within fifteen (15) days after occurrence of such event, provide a written certificate issued by relevant authority proving the occurrence of such event, and take any and all necessary measures to minimize the damages caused by such event.

17. EXPORT RESTRICTIONS

Each party, at its own expense, will comply with all applicable laws, orders and regulations of any governmental authority with jurisdiction over its activities in connection with these Terms and Conditions and any Contract. Each party will furnish to the other party any information required to enable the other party to comply with applicable laws and regulations related to the Products.

SafeComs and Customer acknowledge that Products licensed or sold under any Contract are subject to export control laws and regulations, including those of the countries from which they were supplied and in which they are used and agrees to abide by those laws and regulations. The Products purchased under any Contract may not be sold, leased or otherwise transferred to restricted end-users or to restricted countries. In addition, the Products may not be sold, leased or otherwise transferred to, or utilized by, an end-user engaged in activities related to weapons of mass destruction, including but not necessarily limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. The Customer and SafeComs agree to comply with all applicable export laws, regulations and orders. In addition, each party agrees to indemnify, defend and hold the other harmless from any claims, demands or causes of action against the other due to the indemnifying party's violation or alleged violation of the applicable export laws, regulations and orders.

18. NON-SOLICITATION

During the term of the contract and for 12 month after any termination of this contract, the client will not, without the prior written consent of the Company, either directly or indirectly [, on own's behalf or in the service or on behalf of others], solicit or attempt to solicit, divert or hire away any person employed by SafeComs or any customer of SafeComs.

19. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of Thailand and shall be subject to the non-exclusive jurisdiction of the courts of Thailand.

20. GENERAL

19.1. The Customer shall not assign or otherwise transfer any Contracts or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of SafeComs. Any such unauthorized assignment shall be deemed null and void.

19.2. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby.

19.3. No Waiver. No failure or delay on SafeComs' part in exercising any power or right under this Agreement operates as a waiver, nor does any single or partial exercise of any power or right preclude any other or further exercise, or the exercise of any other power or right.

21. COPYRIGHT NOTICE

Copyright and other relevant intellectual property rights exist on all products and services provided by SafeComs or Third Party.

This Company's logo is a registered trademark of this Company. The brand names and specific services of this Company are trademarked.

22. COMMUNICATION

We have several different e-mail addresses for different queries. These, & other contact information, can be found on our Contact Us link on our website or via Company literature or via the Company's stated telephone or mobile telephone numbers.

This company is registered in Thailand, registered office: 36/31 P.S. Tower, 11th Floor
Sukhumvit 21 (Asoke Road), Klongtoey Nua, Wattana, Bangkok 10110.

23. NOTIFICATION OF CHANGES

The Company reserves the right to change these conditions from time to time as it sees fit. Changes to these Terms and Conditions will be announced to Customers.