

Terms and Conditions

Thank you for your interest in joining our free online platform and supporting our local community through Share-Kan (“Share-Kan” or the “Website”). Your access to and use of the services provided is conditioned on your acceptance of and compliance with these Terms and Conditions (the ‘Terms’). These Terms constitute a legally binding agreement between you and Share-Kan as operated by SmartSoftAsia Co., Ltd. pursuant to the laws of the Kingdom of Thailand.

Share Kan reserves the right to amend these Terms, or any existing policies, agreements or guidelines at any time, at its sole discretion. Any such amendments will take effect when it has been posted on the Website. Your continued use of the Website and Service will confirm your acceptance of the amendments.

1. Definitions

- “Chosen Vendor” means the Vendor that a Customer has chosen to buy a Voucher from;
- “Customer” means an individual or entity that purchases Goods or Services from a Chosen Vendor through the Website;
- “Goods” means any goods that are offered by a Vendor through the Website;
- “Services” means any services that are offered by a Vendor through the Website;
- “Vendor” means those participating shops and service providers that are offering their goods or services for sale on this Website;
- “Voucher” means a voucher or vouchers supplied through Share-Kan for use by Customer to redeem for goods or services from a Vendor.

2. Purpose

This Website has been created to help Vendors during the period of the Covid-19 virus. The purpose of the Website is to help Vendors sell Vouchers to the Customers, which can be redeemed in the future for any Goods and Services they ordinarily sell, once their business reopens. Share-Kan sells Vouchers on behalf of the Vendors through the Website and collects payment to remit to them.

3. Obligations and Understanding of the Vendors

- 3.1 The Vendor hereby agrees to provide complete, transparent, and accurate information on the Goods and Services offered. Vendor acknowledges that upon purchase of a Voucher by a Customer, the Vendor shall render Goods or Services to its fullest extent possible and maintain the quality and standards of such Goods and Services for all Customers.
- 3.2 Vendor understands and agrees to provide all requested information for registration on the Website, including but not limited to the Vendor’s Tax Identification Number. Upon completion of the registration, Vendor shall provide a signed copy of the Agreement to ShareKan. Share-Kan reserves the right to refuse any registration by Vendors on the Website.

- 3.3 Vendor acknowledges that Share-Kan will be entitled to receive 5% commission on all Voucher sales for Goods and Services sold through the Website, whereby the said commission fee shall be deducted prior to payment to the Vendor. After receipt of payment by the Customers, payment shall be made by Share-Kan to the Vendor on a fortnightly basis via bank transfer, on the 1st and 15 th day of each month. Vendor shall be responsible for any bank charges or fees incurred from the transfer of payment by Share-Kan to the Vendor. Vendor shall also be responsible for the online gateway payment fees which shall be at 3% of the transaction amount.
- 3.4 Vendor authorizes Share-Kan to use all information, brand name, logos, graphics and website content concerning the Vendors, its Goods and Services, including but not limited to brochure material, advertising content, website information, and so forth as provided to ShareKan upon registration on the Website.

4. Vouchers

- 4.1 Voucher prices are provided in Thai Baht, and are inclusive of VAT and service charges. Once a Voucher has been purchased through the Website, no refunds or exchanges will be permitted. All Vouchers shall be valid for up to 6 months as from when the Vendor declares the re-opening of their business.
- 4.2 Once purchased, a Voucher may be redeemed by its holder and is for single use only. A Voucher cannot be used in conjunction with any other offers, promotions, vouchers or sales, unless otherwise specified by the Chosen Vendor. Vouchers purchased through the Website can only be redeemed at the Vendor's outlet and not through online purchases.
- 4.3 The value of Vouchers spent at the outlet of the Chosen Vendor may not be higher than the total invoice value, and there shall be no refund provided to Customers on the excess value of the Voucher (if any).
- 4.4 The reproduction, sale or trade of any Voucher is prohibited unless expressly authorized by the Vendor or otherwise done so in compliance with the law.
- 4.5 Vouchers are only redeemable in respect of the Goods and/or Services as ordinarily available from the Chosen Vendor and will be subject to such terms and conditions as the Chosen Vendor may usually or reasonably apply to the provision of the Goods or Services. Once purchased, a Voucher shall not be redeemable from another Vendor listed on the Website or another third-party Vendor.

5. Obligations and Understanding of the Customers

- 5.1 Customer understands and acknowledges all the terms and conditions concerning Vouchers and the use thereof as provided in Section 4 of these Terms. Customer understands that Vendors have their own applicable terms and conditions in relation to their Goods and Services, and hereby agree to abide by those terms and conditions.
- 5.2 Customer warrants that all information provided during registration, purchase, and/or contained as part of your account on the Website to Share-Kan, Chosen Vendor, and other third parties in connection with the Goods and/or Services required are true, accurate, current, and complete

- 5.3 Customers shall purchase Vouchers through the Website at their own discretion. If a Vendor decides to close down its business or declares bankruptcy, Share-Kan shall not be liable for any refund or exchange in the Vouchers purchased.
- 5.4 Although Share-Kan may provide content and sell Vouchers on behalf of the Vendors through the Website, Share-Kan shall not be liable for any incorrect, incomplete, inaccurate, and non-updated information from Vendors. Share-Kan does not control, validate, or adopt, makes no representation or warranties, and has no responsibility to review, confirm, or update any Vendor content.

6. Warranty Disclaimer & Limitation of Liability

- 6.1 Share-Kan only provides information on Goods and Services offered by Vendors who have been listed on the Website. Customer understands that Share-Kan does not make any representations or warranties regarding the Goods or Services and will not be liable for any incomplete or inaccurate information provided by the Vendors.
- 6.2 Share-Kan acts as a channel through which Customers may purchase Vouchers from the Vendors. Share-Kan is not responsible for any bookings and reservations made directly at the Vendor's outlet. The contractual relationship will be directly between Customer and the Chosen Vendor. Share-Kan does not assume any rights or obligations arising from the contractual relationship between Customer and the Chosen Vendor. Customer agrees to indemnify Share-Kan from any responsibility or liability that occurs from the Goods or Services, or other action or lack of action by the Chosen Vendor.
- 6.3 Share-Kan does not provide any warranties against errors, mistakes, or inaccuracies of data, content, information or materials of the Website or submitted content including but not limited to typographical errors, pricing, text or photographs, as well as any unauthorized access to or use of the secure server and all information stored therein.
- 6.4 The Vendors and Customers acknowledge that any material provided to Share-Kan including but not limited to questions, suggestions, comments, notes, reviews, or other such information regarding the Website, Vouchers, Goods or Services which are not intended to be confidential in nature, shall become the sole property of Share-Kan. Share-Kan shall be entitled to the exclusive use and distribution of such material for commercial or other purposes, without permission or acknowledgement from Vendors or Customers, and without any compensation due
- 6.5 Although Share-Kan gives priority to your safe access to the Website and its content, it does not represent or warrant that the Website and servers are free of viruses or other harmful components. Therefore, you should use appropriate software to detect and delete such harmful components as and when necessary

7. Indemnification

In agreeing to these Terms, you agree to defend, indemnify and hold harmless Share-Kan, its directors, shareholders, employees, consultants, agents, and independent contractors, from and against any claims, obligations, liabilities, actions, suits, damages, debts, and expenses arising from your use of, access to, or participation in the Website, your violation of any provision of the Terms, any claim that your submitted content caused violation to a third party, or any wilful or negligent actions taken by you. This defense and indemnification obligation will survive these Terms and your use of the Website.

8. Termination

Notwithstanding the provisions of these Terms, Share-Kan reserves the right to terminate your use of the Website, and to block or prevent your further access to or use of the Website, at its sole discretion without giving you prior notice.

9. Severability

All the provisions of these Terms shall be valid and enforceable to the fullest extent permitted by law. If any of the provisions in these Terms are deemed invalid, unlawful or unenforceable, it shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

10. Applicable Law

These Terms and Conditions and your use of the Website shall be governed and construed in accordance with the laws of the Kingdom of Thailand and shall be subject to the exclusive jurisdiction of the courts located in Thailand.

11. Entire Agreement

These Terms and Conditions, and any other legal notices, agreements or additional policies published on the Website, shall constitute the entire agreement between you and Share-Kan.

Signature (Vendor)

Signature (Smart Soft Asia Co., Ltd.)

Company name.....

Date

Date

Smart Soft Asia Co., Ltd. 10/80 The trendy office 5th Floor, Sukhumvit 13 klongtoey nue, wattana, Bangkok 10110 Thailand